NOTICE AND AGENDA OF PUBLIC MEETING

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

8:45 A.M.* DECEMBER 12, 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.rtcnv.com; or by contacting Marin DuBois at (702) 676-1836.

This meeting has been properly noticed and posted in the following locations:

By: ________________________________

RTC website
wwwrtcnv.com

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

REGIONAL TRANSPORTATION COMMISSION AGENDA – DECEMBER 12, 2019
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**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**

**AGENDA ITEM**

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**SUBJECT:** CITIZENS PARTICIPATION  
**PETITIONER:** M.J. MAYNARD, CHIEF EXECUTIVE OFFICER  
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA  
**RECOMMENDATION BY PETITIONER:** THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION  
**GOAL:** ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM

**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,

M.J. MAYNARD  
Chief Executive Officer

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RTCA Item #1  
December 12, 2019  
Non-Consent
If you wish to speak on an item appearing on this agenda, please fill out a CITIZENS PARTICIPATION COMMENT CARD, which is located in front of the Commission Chambers, and submit the comment card to the designated RTC staff member in the Commission Chambers. If you wish to speak to the RTC Board of Commissioners about items within the Board’s jurisdiction, but not appearing on the agenda, you must wait until the last CITIZENS PARTICIPATION comment period listed at the end of the agenda. Comments will be limited to three (3) minutes for both CITIZENS PARTICIPATION comment periods. Please step up to the speaker’s podium, clearly state your name and please spell your first and last names for the record.

Items 2 and 5 through 35 are items for possible action. Items 1, 3, 4 and 36 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 34)
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 November 14, 2019 (FOR POSSIBLE ACTION)

METROPOLITAN PLANNING ORGANIZATION

Streets and Highways

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

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

**8. APPROVE THE ADDITION OF THE UNIFORM STANDARD DRAWINGS 244.10 AND 244.11 FOR TYPICAL LANE DELINEATION ON 60-FOOT AND 80-FOOT RURAL ROADWAYS IN UNINCORPORATED CLARK COUNTY (FOR POSSIBLE ACTION)
**9. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA PROJECT 144AE-FTI2; INTELLIGENT TRANSPORTATION SYSTEMS: ASSET INVENTORY PILOT PROJECT (FOR POSSIBLE ACTION)**

**10. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING FUNDS FOR CLARK COUNTY PROJECT 010N-FTI2; RAINBOW BOULEVARD, ERINE AVENUE TO BLUE DIAMOND ROAD (FOR POSSIBLE ACTION)**

**11. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO EXTEND THE PROJECT COMPLETION DATE FOR CLARK COUNTY PROJECT 007M-MVFT; DECATUR BOULEVARD, CACTUS AVENUE TO WARM SPRINGS ROAD (FOR POSSIBLE ACTION)**

**12. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 009Q-FTI2; CHARLESTON BOULEVARD, ART WAY TO GRAND CENTRAL PARKWAY (FOR POSSIBLE ACTION)**

**13. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 223J-FTI2; INTERSECTION IMPROVEMENTS PROGRAM: FISCAL YEAR 2020 CITY OF LAS VEGAS CONSTRUCTION – PACKAGE 2 (FOR POSSIBLE ACTION)**

**14. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO EXTEND THE PROJECT COMPLETION DATE AND INCREASE FUNDING FOR CONSTRUCTION AND ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 178K-FTI2; DOWNTOWN VEHICLE AND PEDESTRIAN SAFETY STREETLIGHT IMPROVEMENT (FOR POSSIBLE ACTION)**

**15. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING FOR ENGINEERING FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF LAS VEGAS PROJECT 214A-MVFT; CASINO CENTER BOULEVARD, COLORADO AVENUE TO WYOMING AVENUE (FOR POSSIBLE ACTION)**

**16. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 100F-FTI2; I-515 AT I-215 INTERCHANGE IMPROVEMENTS (FOR POSSIBLE ACTION)**

**17. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 135AG-FTI2; ARTERIAL RECONSTRUCTION: FISCAL YEAR 2020 CITY OF HENDERSON MAINTENANCE (FOR POSSIBLE ACTION)**
**18.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 234A-FT12; GILESPIE STREET, ST. ROSE PARKWAY TO VIA INSPIRADA (FOR POSSIBLE ACTION)

**19.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM QUESTION 10 FUNDS FOR CITY OF HENDERSON PROJECT 190L-Q10; PEDESTRIAN BRIDGE: I-215 AT GREEN VALLEY PARKWAY (FOR POSSIBLE ACTION)

**20.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 FOR CONSTRUCTION AND ENGINEERING FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF HENDERSON PROJECT 223B-MVFT; TRAFFIC SIGNAL IMPROVEMENTS PROGRAM: STARR AVENUE AND BERMUDA ROAD (FOR POSSIBLE ACTION)

**21.** RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 171C-FT12; WATER STREET NORTH, STURM STREET TO CADENCE VISTA DRIVE TO LAS VEGAS PAVING CORPORATION FOR $4,000,000.00 (FOR POSSIBLE ACTION)

**22.** RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF HENDERSON PROJECT 175Q3-MVFT; NEIGHBORHOOD REHABILITATION: 2019 CITY OF HENDERSON MAINTENANCE TO AMERICAN PAVEMENT PRESERVATION FOR $4,257,759.84 (FOR POSSIBLE ACTION)

**23.** RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF HENDERSON PROJECT 178S-MVFT; PEDESTRIAN SAFETY UPGRADES PROGRAM FISCAL YEAR 2020 TO MULLER CONSTRUCTION FOR $476,295.25 (FOR POSSIBLE ACTION)

**24.** APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 135U-FTI; CITY OF LAS VEGAS ARTERIAL RECONSTRUCTION PROGRAM PACKAGE 2 (FOR POSSIBLE ACTION)

**25.** APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECTS 169D-FTI, 169D-MVFT, AND 169D-Q10; MAIN STREET/COMMERCE STREET DOWNTOWN COUPLET, I-515 TO LAS VEGAS BOULEVARD (FOR POSSIBLE ACTION)

**26.** APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 181A-FTI; COOLIDGE AVENUE, MAIN STREET TO 4TH STREET (FOR POSSIBLE ACTION)

**Planning**

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

**28.** APPROVE THE FISCAL YEARS 2020-2021 UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE (FOR POSSIBLE ACTION)
**29. APPROVE THE PUBLIC PARTICIPATION PLAN (FOR POSSIBLE ACTION)**

**ADMINISTRATION AND FINANCE**

Purchasing

**30. APPROVE THE AWARD OF BID NO.17-031CON-1, RTC SECURITY IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, CONTI CORPORATION, IN THE AMOUNT NOT-TO-EXCEED $2,099,454.00, INCLUSIVE OF A $300,000.00 OWNER-CONTROLLED ALLOWANCE, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)**

**31. RECEIVE A RECOMMENDATION FROM THE EVALUATION COMMITTEE TO SELECT AND AWARD CONTRACT NO. 20-016, CLARK COUNTY MARYLAND PARKWAY CORRIDOR TRANSIT-ORIENTED DEVELOPMENT PLAN, TO MIG, INC. IN THE AMOUNT NOT-TO-EXCEED $249,999.00 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)**

**32. APPROVE AGREEMENT NO. 20-019, MANAGEMENT AND OPERATIONS OF THE COMMUTER BIKE CENTER, WITH ESCAPE ADVENTURES, INC. FROM THE DATE OF NOTICE TO PROCEED THROUGH NOVEMBER 30, 2020, WITH TWO ONE-YEAR OPTION PERIODS, IN THE ANNUAL AMOUNT NOT-TO-EXCEED $66,000.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AGREEMENT (FOR POSSIBLE ACTION)**

**33. APPROVE A PURCHASE ORDER TO DYNTek SERVICES, INC. FOR PROJECT NO. 20-025 FOR THE PURCHASE OF DATA BACKUP SOLUTION AND SYSTEM MAINTENANCE SUPPORT IN THE NOT-TO-EXCEED AMOUNT OF $271,438.00, AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER (FOR POSSIBLE ACTION)**

Administration

**34. APPROVE AND ADOPT THE AMENDMENT TO THE SUBSTANCE ABUSE POLICY FOR THE RTC, AND DESIGNATE RENARD E. ALLEN II AND PAUL CURTIS AS CO-MANAGERS FOR THE DRUG AND ALCOHOL PROGRAM (FOR POSSIBLE ACTION)**

**END OF CONSENT AGENDA**

**ADMINISTRATION AND FINANCE**

Government Affairs

35. 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

36. 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
AGENDA ITEM

SUBJECT: CHIEF EXECUTIVE OFFICER’S REPORT

PETITIONER: M.J. MAYNARD, 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,

M.J. MAYNARD
Chief Executive Officer

RTC Item #3
December 12, 2019
Non-Consent
**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**

**AGENDA ITEM**

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**SUBJECT:** NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR’S REPORT

**PETITIONER:** M.J. MAYNARD, CHIEF EXECUTIVE OFFICER

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**RECOMMENDATION BY PETITIONER:** THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE THE NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR’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.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

mld

RTC Item #4

December 12, 2019

Non-Consent
CALL TO ORDER
Mr. Larry Brown, Chair, called the meeting to order at 8:58 a.m. in the Commission Chambers of the Clark County Government Center.

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

MEMBERS ABSENT:
Stavros Anthony, City of Las Vegas

RTC STAFF:
Tina Quigley, Chief Executive Officer
M.J. Maynard, Deputy Chief Executive Officer
David Swallow, Deputy Chief Executive Officer
Francis Julien, Deputy Chief Executive Officer
Greg Gilbert, Outside Legal Counsel
Marc Traasdahl, Chief Financial Officer
John Peñuelas, Jr., Senior Director of Engineering
Aileen Pastor, Advertising and Creative Supervisor
Marin DuBois, Management Analyst

INTERESTED PARTIES:
Erin Breen
Aleta Dupree
Duane Eskierka, Transdev
Raymond Fletcher
Shelley Jones
Clément Michel, Keolis North America
Scott Muelrath, Henderson Chamber of Commerce
Jean Peyton, BlindConnect
John Ponder, Hope for Prisoners
Brad Schelle, Crowe LLP

RTC Item #5
December 12, 2019
Consent
INTERESTED PARTIES CONTINUED:
Eduardo Valadez
Stephanie Vrsnick

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| **Comments:** | **Chair Larry Brown called on Mr. Scott Muelrath, who made the following comment:**
| | Good morning, Chair and members of the RTC board, Tina Quigley as well. I’m Scott Muelrath the President and CEO of the Henderson Chamber of Commerce, an 1800-member organization that really covers all of Southern Nevada now. I’m here to speak on behalf of our organization in a strong vote of support in regards to the appointment of M.J. Maynard to the role of Chief Executive Officer for the Regional Transportation Commission. In her current position as the Deputy Chief Executive Officer, Ms. Maynard has demonstrated her comprehensive understanding of the region’s transportation and planning needs. She has also established herself as a credible, results-driven leader in this arena since joining the RTC in 2007, and I think one of the qualities that will serve the Commission and the RTC very well is that M.J. brings, really, a diverse private sector background to a very public sector arena. And, having been in that space myself, the decision-making process that one goes through in how to be a steward in the private and public sector, they’re very different, and I think her experiences on both sides of that fence will be very well placed and well served for the RTC. And, for that reason strongly support, again, her position. As a stakeholder partner that frequently works together with our government and quasi-governmental entities, I can also assure you that Ms. Maynard is a reputable trailblazer that is dedicated to the mission of the RTC, needs of our region and approaches complex issues in an innovative, collaborative and different way. And I think, as I close my comments, I’ve known M.J. for quite some time in many capacities. She served on our board. She’s volunteered with our organization and served the community of Henderson in so many different aspects as a volunteer and otherwise, and she’s a good person. She’s a really good person, and I think we all enjoy working with good people. She’ll be a great steward with much fiduciary responsibility, is great choice to lead this organization forward. Thank you. |

Next, Chair Brown called on Mr. John Ponder, who made the following comment:
Good morning, Mr. Chairman and members of the board. My name is John Pounder, Founder and CEO of Hope for Prisoners, and thank you for allowing me the opportunity to speak on the agenda item that will appoint M.J. Maynard as CEO of the RTC. M.J. Maynard has served on the board of Hope for Prisoners over the last several years, and her passion, her dedication and the work that she does in the community makes her a perfect fit for this role. At Hope for Prisoners, you know, we work with men, women and young adults who are re-entering into society through long-term mentoring and counseling and through training. As a board member, M.J., truly understands what it means to be community-minded, transparent and accountable. She’s the voice that has often represents the vulnerable members of our community that often goes unnoticed. We are very proud to have such a tremendous leader on the board of Hope for Prisoners, and I’m sure that this board and our entire community will not be disappointed as she takes the helm at the RTC. Thank you. |

Next, Chair Brown called on Ms. Aleta Dupree, who made the following comment:
Good morning, board. Chair Brown. Aleta Dupree for the record, Item 47. I come to you as I’ve said before as an ordinary, public citizen who rides RTC. A person with various challenges and modern, modest means, and one who does not have an automobile. I’ve been following this process. Gotten to know M.J., and M.J. has been responsive to my concerns, and an attentive listener, who’s generous
2. APPROVE THE AGENDA (FOR POSSIBLE ACTION)

Motion:
Vice-Chair Debra March made a motion to approve the agenda.

Vote/Summary:
7 Ayes. 0 Nays. The motion carried.
Ayes: Larry Brown, Isaac Barron, George Gault, Jim Gibson, Carolyn Goodman, Debra March, Kiernan McManus
Nays: None
Absent: Stavros Anthony

**3. RECEIVE THE CHIEF EXECUTIVE OFFICER’S REPORT**

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 the Chief Executive Officer’s report. Ms. Maynard began with the announcement of the selection of two new Deputy Chief Executive Officers for the RTC, Mr. David Swallow and Mr. Francis Julien. She introduced them, providing a brief bio on each one, noting that Mr. Swallow was promoted from within the RTC and Mr. Julien was previously at Keolis North America.

Operator Recognitions
Ms. Maynard then recognized Mr. Eduardo Valadez, a mechanic from MV Transportation, for his performance and contributions as a member of the maintenance team. Mr. Valadez thanked the RTC for the recognition.

Farewell
Next, Ms. Maynard thanked Ms. Tina Quigley, Chief Executive Officer for the RTC, for her contributions and leadership. She then played a video highlighting Ms. Quigley’s accomplishments and best wishes from RTC partners and members of the community. Ms. Quigley gave comments thanking the RTC Board of Commissioners.

Vice-Chair Debra March presented Ms. Quigley with a street sign in her honor and a proclamation of Tina Quigley Day in the City of Henderson.

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), presented the NDOT Director’s report.

*State Fatalities Report*

Ms. Swallow began with an update from the State Fatalities Report. To date, 216 fatalities had occurred on Nevada’s roadways including one that occurred earlier that day. She noted that the number represents a 16 percent decrease from 2018, and that unrestrained occupant fatalities had also decreased by 46 percent from the previous year. She briefly spoke about NDOT’s new, experimental wrong way driver systems that were recently approved by the Federal Highway Administration. One of the systems will be deployed at Durango Drive once set-up is completed.

*New Highway Designation*

Next, Ms. Swallow announced the new designation of Kyle Canyon Road as the DUI Victim Memorial Highway, which is the only DUI victim memorial in the country. A special event commemorating the announcement was held and attended by families of DUI victims.

*Tropicana Interchange*

Ms. Swallow continued her presentation with an update on the Tropicana Interchange project. She announced the date for the final public meeting for the National Environmental Policy Act (NEPA) study, scheduled for Tuesday, November 19, 2019. She noted that the full design of the project with the right-of-way will begin once the NEPA process is completed.

*Centennial Bowl*

Next, Ms. Swallow provided an update on the Centennial Bowl project, which is nearing the half-way point of completion. NDOT staff is organizing a tour of the site for members of the Regional Transportation Commission of Southern Nevada Board of Commissioners (Board). Ms. Swallow promised to send more information to the Board members once the details are finalized.

*Dynamic Messaging Signs (DMS)*

Continuing, Ms. Swallow spoke about the driver safety campaign NDOT kicked off last month. Safety related messages are appearing on NDOT’s DMS. She read a few examples of the different types of messages that were drafted so far. She mentioned that the public is invited to submit ideas for possible messages.

*Staff Announcements*

Ms. Swallow then informed the Board that NDOT promoted Mr. Mario Gomez, P.E. to the position of District 1 Engineer following the retirement of Ms. Mary Martini, P.E.

Councilman Isaac Barron commented on the new decorated medium barriers installed by NDOT at different locations in the region. He liked the aesthetic contributions the barriers provided, and hoped they would serve as effective safety barriers to prevent people from accessing dangerous areas along various intersections.

**Motion:**

No motion was necessary.

**Vote/Summary:**

No vote was taken.
CONSENT AGENDA (ITEMS 5 THROUGH 46)

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.

<p>| **5. | APPROVAL OF MINUTES: Meeting of October 10, 2019 (FOR POSSIBLE ACTION) |
| **6. | ADOPT AMENDMENTS TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION) |
| **7. | RECEIVE A REPORT ON THE SUMMARY OF FISCAL ACTIONS RELATED TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION) |
| **8. | APPROVE REVISIONS TO UNIFORM STANDARD DRAWINGS 223, &quot;RESIDENTIAL DRIVEWAY,&quot; AND 226.S1, &quot;COMMERCIAL AND INDUSTRIAL DRIVEWAY (OPTION C)&quot; (FOR POSSIBLE ACTION) |
| **9. | 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 CLARK COUNTY PROJECT 007Q-FTI2; DECATUR BOULEVARD, TROPICANA AVENUE TO SAHARA AVENUE (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 CLARK COUNTY PROJECT 175U-FTI2; NEIGHBORHOOD REHABILITATION PROGRAM: FISCAL YEAR 2020 CLARK COUNTY MAINTENANCE (FOR POSSIBLE ACTION) |
| **11. | 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 CLARK COUNTY PROJECT 142V-MVFT; CLARK COUNTY NON-PROJECT SPECIFIC EXPENSES, FISCAL YEAR 2020 (FOR POSSIBLE ACTION) |
| **12. | 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 CONSTRUCTION FOR CLARK COUNTY PROJECT 024P-FTI2; PECOS ROAD, OWENS AVENUE TO ALEXANDER ROAD (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 CONSTRUCTION FOR CITY OF LAS VEGAS PROJECT 223G-FTI2; INTERSECTION IMPROVEMENTS PROGRAM: FISCAL YEAR 2020 CITY OF LAS VEGAS –PACKAGE 1 (FOR POSSIBLE ACTION) |
| **14. | 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 CITY OF LAS VEGAS PROJECT 144AC-FTI2; GOMED PROJECT (FOR POSSIBLE ACTION) |
| **15. | APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING AND RIGHT-OF-WAY FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 187B-FTI2; SHADOW LANE, ALTA DRIVE TO CHARLESTON BOULEVARD (FOR POSSIBLE ACTION) |</p>
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<td><strong>16.</strong> APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 11 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)</td>
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<td><strong>17.</strong> APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 TO EXTEND THE PROJECT COMPLETION DATE FOR CITY OF LAS VEGAS PROJECT 146K-MVFT; BUS SHELTER ACQUISITIONS (FOR POSSIBLE ACTION)</td>
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<td><strong>18.</strong> APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR ENGINEERING FOR CITY OF LAS VEGAS PROJECT 228A-MVFT; CITYWIDE TRAFFIC ENGINEERING DESIGN SERVICES (FOR POSSIBLE ACTION)</td>
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<td><strong>19.</strong> APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING, RIGHT-OF-WAY AND CONSTRUCTION FROM QUESTION 10 FUNDS FOR CITY OF LAS VEGAS PROJECT 092C-Q10; SUMMERLIN PARKWAY, CC-215 TO US-95 (FOR POSSIBLE ACTION)</td>
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<td><strong>20.</strong> APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR ENGINEERING AND CONSTRUCTION FOR CITY OF NORTH LAS VEGAS PROJECT 223H-MVFT; INTERSECTION IMPROVEMENT PROGRAM: NORTH 5TH STREET AND CENTENNIAL PARKWAY (FOR POSSIBLE ACTION)</td>
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<td><strong>21.</strong> APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE FUNDING AND APPROVE A REVISED AUTHORIZATION TO PROCEED FOR ENGINEERING, RIGHT-OF-WAY AND CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF NORTH LAS VEGAS PROJECT 163B-MVFT; COMMERCE STREET, DUCHESS AVENUE TO CHEYENNE AVENUE (FOR POSSIBLE ACTION)</td>
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<td><strong>22.</strong> APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE CONTRACT FUNDS AND REVISED AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR ENGINEERING AND CONSTRUCTION OF CITY OF NORTH LAS VEGAS MAINTENANCE (FOR POSSIBLE ACTION)</td>
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<td><strong>23.</strong> APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR CONSTRUCTION AND ENGINEERING FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF NORTH LAS VEGAS PROJECT 193A-MVFT; BROOKS AVENUE, NORTH 5TH STREET TO MARTIN LUTHER KING BOULEVARD (FOR POSSIBLE ACTION)</td>
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<td><strong>24.</strong> 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 135AF-MVFT; ARTERIAL</td>
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**36.** APPROVE THE FINAL REPORT FOR CITY OF HENDERSON PROJECT 142R1-MVFT; ENTITY NON-PROJECT SPECIFIC EXPENSES, FISCAL YEAR 2019 (FOR POSSIBLE ACTION)

**37.** APPROVE THE FINAL REPORT FOR CITY OF NORTH LAS VEGAS PROJECT 157E3-Q10; ENTITY RIGHT-OF-WAY ACQUISITION (FOR POSSIBLE ACTION)

**38.** APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECT 006J-SB5; TROPICANA AVENUE: HUALAPAI WAY TO FORT APACHE ROAD (FOR POSSIBLE ACTION)

**39.** APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECT 070J-SB5; DURANGO DRIVE: WINDMILL LANE TO BLUE DIAMOND ROAD (FOR POSSIBLE ACTION)

**40.** 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)

**41.** APPROVE THE AWARD OF BID NO. 17-085CON, INTEGRATED BUS MAINTENANCE FACILITY (IBMF) OIL WATER SEPARATOR REPLACEMENT PROJECT PHASE 2, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, BALDWIN DEVELOPMENT LLC DBA BALDWIN DEMOLITION, IN THE AMOUNT NOT-TO-EXCEED $1,113,311.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)

**42.** APPROVE AGREEMENT NO. 20-021B, FOR SUPPLY OF TRAPEZE PASS-WEB AND PASS MOBILE APPLICATIONS, WITH TRAPEZE SOFTWARE GROUP, INC. IN THE NOT-TO-EXCEED AMOUNT OF $311,384.00 FOR SOFTWARE AND IMPLEMENTATION SERVICES AND $46,322.00 FOR YEAR ONE MAINTENANCE, FOR A TOTAL NOT-TO-EXCEED-AMOUNT OF $357,716.00, FOR THE TERM OF NOVEMBER 14, 2019 THROUGH SEPTEMBER 22, 2020, 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)

**43.** APPROVE THE UTILIZATION OF THE CITY OF LAS VEGAS’S CONTRACT WITH GAUDIN FORD, AS A RESULT OF ITS BID NO. 170027-RF, FOR THE RTC’S PROJECT NO. 20-024, FISCAL YEAR 2020 NON-REVENUE FORD VEHICLES, IN THE NOT-TO-EXCEED AMOUNT OF $135,294.26 FOR THE PURCHASE OF FIVE VEHICLES, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

**44.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE APPLICATION FOR AMENDMENT TO STANDBY LETTER OF CREDIT, PURSUANT TO THE LAND LEASE AGREEMENT FOR THE RTC’S CENTRAL CITY INTERMODAL TRANSFER TERMINAL (FOR POSSIBLE ACTION)

**45.** APPROVE A TWO-YEAR EXTENSION FOR AN INTERLOCAL AGREEMENT BETWEEN THE RTC AND THE NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTHCARE FINANCING AND POLICY (DHCFP) WHERE THE STATE WILL REIMBURSE THE RTC FOR PARATRANSIT ELIGIBILITY ASSESSMENTS FOR MEDICAID RECIPIENTS ELIGIBLE FOR NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT) TO COMMENCE JULY 1, 2018 AND EXPIRE ON JUNE 30, 2020 (FOR POSSIBLE ACTION)

**46.** ACCEPT STAFF RECOMMENDATION FOR APPOINTMENT TO THE TRANSPORTATION ACCESS ADVISORY COMMITTEE (FOR POSSIBLE ACTION)

Comments:
No comments were made.
### Motion:
Vice-Chair Debra March made a motion to approve the Consent Agenda.

### Vote/Summary:
- **Ayes:** 6
- **Nays:** 0
  - **Ayes:** Larry Brown, Isaac Barron, George Gault, Carolyn Goodman, Debra March, Kiernan McManus
  - **Nays:** None
  - **Absent:** Stavros Anthony, Jim Gibson

### Item:
47. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN AN EMPLOYMENT AGREEMENT FOR SERVICES OF THE NEWLY APPOINTED CHIEF EXECUTIVE OFFICER, MARY J. “M.J.” MAYNARD (FOR POSSIBLE ACTION)

#### Comments:
Mr. Greg Gilbert, Outside Legal Counsel for the Regional Transportation Commission of Southern Nevada (RTC), described the employment agreement negotiated with Ms. M.J. Maynard as directed by the RTC Board of Commissioners (Board) at its October 10, 2019 meeting to appoint her as the Chief Executive Officer (CEO) for the RTC. Mr. Gilbert noted that at Ms. Maynard’s request, the agreement did not include a salary increase from her previous position as Deputy CEO of the RTC. He said the agreement is similar in form and function as that of the previous CEO, and provided a recommendation to approve the agreement.

Councilman Isaac Barron commented that he looked forward to Ms. Maynard’s contribution and leadership.

Chair Larry Brown requested that Ms. Maynard’s employment agreement include a performance evaluation approximately 15 months from approval to coincide with the performance evaluation schedule of the Regional Flood Control District’s General Manager, as has been customary in the past.

#### Motion:
Vice-Chair Debra March made a motion to approve the employment agreement for Ms. M.J. Maynard.

#### Vote/Summary:
- **Ayes:** 7
- **Nays:** 0
  - **Ayes:** Larry Brown, Isaac Barron, George Gault, Jim Gibson, Carolyn Goodman, Debra March, Kiernan McManus
  - **Nays:** None
  - **Absent:** Stavros Anthony

### Item:
48. RECEIVE THE FISCAL YEAR 2019 AUDITED FINANCIAL STATEMENTS (FOR POSSIBLE ACTION)

49. RECEIVE THE FISCAL YEAR 2019 SINGLE AUDIT COMPLIANCE REPORT (FOR POSSIBLE ACTION)

50. RECEIVE A REPORT FOR THE AUDIT PROCEDURES PERFORMED ON FUEL REVENUE INDEXING FOR FISCAL YEAR 2019 (FOR POSSIBLE ACTION)

#### Comments:
Mr. Marc Traasdahl, Chief Financial Officer for the Regional Transportation Commission of Southern Nevada (RTC), introduced Mr. Brad Schelle, Crowe LLP, to provide the independent auditor’s reports for the 2019 fiscal year.
Mr. Schelle began by commending the RTC’s Finance Department for its efficiency, preparation, and good financial controls. He highlighted the Finance Department’s forward-thinking attitude and willingness to research other agencies’ best practices. He briefly spoke about the RTC’s per trip paratransit costs. He mentioned that the costs are below those of other agencies, and that it speaks to the team’s efficiency and focus on cost-savings. He also spoke about how the RTC’s audit fits into the context of Clark County’s audit, which is also being conducted by Mr. Schelle’s firm.

Mr. Schelle stated that the RTC’s financial statements will receive an unqualified (clean) opinion which is the best type of report an agency can receive. Regarding the Single Audit Compliance report, there were no issues of non-compliance. The third report concerning the audit performed on fuel revenue indexing (FRI) procedures also found no issues.

Ms. M.J. Maynard, Chief Executive Officer for the RTC, took a moment to acknowledge the Finance Department for all their hard work.

**Motion:**
Vice-Chair Debra March made a motion to accept the audits.

**Vote/Summary:**
7 Ayes. 0 Nays. The motion carried.
Ayes: Larry Brown, Isaac Barron, George Gault, Jim Gibson, Carolyn Goodman, Debra March, Kiernan McManus
Nays: None
Absent: Stavros Anthony

**Item:**
51. 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)

**Comments:**
Ms. M.J. Maynard, 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.

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

**Item:**
52. 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 Ms. Erin Breen, who made the following comment: Thank you. It’s my pleasure to be here today. I believe. Sorry, for the record, my name is Erin Breen. I am the Director of the Vulnerable Road Users Project in the Transportation Research Center at UNLV. It’s quite the mouthful. I believe the last time I was in front of your board was when I came to encourage you to promote Tina into the position that she leaves today. Kind of emotional for me. I adore this woman. I was hoping that after all the Tina stuff that I wouldn’t do this. Tina Quigley is an
amazing woman, has made our community better every day. It’s been my incredible pleasure to not only work with Tina, but her entire team. I look at these faces like they’re my coworkers because we do so much together. The RTC is a jewel in our community. You know, you say that you have no power, but your power lies in the people that run this organization, that are part of this organization. I would have never ever said that anyone on this team works for Tina Quigley, I would have said they work with Tina Quigley, and what an amazing cheerleader she is. So, you know, as part of my job at the university, at one point, when everybody was talking about doing this rail to California, I got to kinda moderate a series of open houses. All I can say Tina Quigley is, they need you. If this is ever going to be a reality, you’re the person to get it done. So, when I first heard Tina was leaving, of course, as a human being my first reaction was how it was going to affect me, because we do so much together and she has been so incredibly generous to me. I always say, Tina has me sit on these committees that I always feel like the emperor has no clothes kind of committee. My first reaction was, “oh dear,” but then my second reaction was that whoever was going to take your place was going to be extremely well qualified because that’s who you are. And, I could not be more thrilled to have M.J. be taking over. So, as you pass the baton, I didn’t even have to urge them to promote you my friend. We’re all in good hands in our community, and it’s representative of the board and the job that you do and the quality of people that you recognize their strengths. So, from the bottom of my heart, for trying to do the best that we all can for keeping people alive in our city, kudos to you my friend, and can’t wait to see what the future brings, M.J. To all of you at the RTC, it’s my distinct pleasure to be, to be a partner with you all the time. Thank you.

Next, Chair Brown called on Ms. Jean Peyton, who made the following comment:
Thank you. My name is Jean Peyton and today I’m here representing BlindConnect which is a non-profit that partners and has partnered forever with the RTC. We are in the MTC in Angela’s House because of the generosity and the trust that the agency placed in our organization. I need to thank Tina. You’ve been wonderful to work with. Thank you. And, M.J., we are excited. We are here to continue to partner with you, to do those exciting new projects, to cover your back, to do whatever you need. We love RTC. We love everything that goes on, so thank you so much for allowing me to speak, to thank both ladies, and to thank you for making a choice that I think will be a wonderful one for the community. Thank you.

Next, Chair Brown called on Mr. Clément Michel, who made the following comment:
In France, we’d say Michel. Clément Michel. I am the President and CEO for Keolis in North America. It’s really an honor and an emotional day. I’m going to mumble a little bit. I’m based in Boston and flew here yesterday to say how we are proud to serve this community. I joined public transport because I wanted to make a difference to the communities we serve, to work for public transport agencies, and I have to say there is not one like this in the nation. One that cares for the communities we serve. Inclusion. Making a difference. Innovation. Under Tina’s leadership, you’ve been tremendous. I have lots of notes, but then I just heard everyone saying them too. I know it’s going to carry on. M.J., congratulations. I was in Qatar a couple of weeks ago. I was in, I lived in Australia in the past. My accent betrays my French-ness, and I can see here, things can be done. And, it’s really, really impressive, so congratulations for that. The team is excellent. We have Francis joining the team now. It’s probably the best compliment we can have as a company to say that we want to partner with the communities we serve, and having one of ours joining the community, so congratulations to you too David and Gerard, Mark. It’s really, it’s really an honor. Contract success is because we’re never as good as our clients are, so working for the best most innovative PTA, public transport agency, in the nation is really a subject of great pride. I’ve got lots of positive things, but I will leave it to that. Thank you so much.
Then, Chair Brown called on Mr. Duane Eskierka, who made the following comment:

Well, it’s always fun to do this when everyone’s already said what you were going to say, so let’s learn together what I’m going to say. In our industry right now, we are going through the most disruptive period that we’ve had, and I think that as a leader of this industry for over 25 years, it’s much easier to go into a situation when something is broken. Tina is not handing something over that is broken. What M.J. is challenged with now, and I could’ve 10 years ago listed in three minutes all of the entities, and companies and people that are involved in our space. Today, it would take me hours. Whether it’s Google, Volvo, Uber, Lyft, these people, all these people are very anxious. We’re suddenly chic. Everybody wants to be involved in the people movement part, right? So, we have to have people with vision, collaborative skills, not as the term has been used all day, but in the way that figures out how we can partner with these companies that are coming in. They’re, it’s unstoppable. The migration of the people that are using our services, vital services, fabric of our community services, if you want to stay relevant, if you want to stay at the leadership table, you have to figure out how to partner and collaborate with these folks, because they’re coming. And M.J., let me tell you, about three or four years ago, and I don’t remember which term I used, and I apologize for that, but you’ll understand very quickly why. She was pretty excited sharing an idea she had, and I think I said, that’s not the way you do it or you can’t do that. The next 30 or 40 minutes were not pleasant. That’s not how M.J. operates, and the industry as a whole, needs these types of visionary. In one part what stays in Vegas or happens in Vegas stays in Vegas, this can’t be the case. Other agencies are looking at her, at you, to do what we need to do next and for the future. And, even though, Mr. Howland, who is doing a masterful job of transitioning my company to MV, and he is trying to expedite it, but I will tell you he is doing a fantastic job, that doesn’t stop our interaction our collaboration with this agency because you guys are thought leaders. And, whether I can take an idea that M.J. develops or tests or tries out to another customer, I want to be a part of that. So, M.J. you’re my friend, but you’re also a colleague, and I wish both professionals tremendous success and we’ll be back, as my former Governor said. Thank you.

Next, Chair Brown called on Ms. Stephanie Vrsnick, who made the following comment:

Good morning, Commissioners. My name is Stephanie Vrsnick and I’m speaking before you for the 21st time. Let me repeat that, 21st time. I’m asking this commission to expand the service area. I’m here on behalf of my son, Christian Vrsnick. Christian works at the Nellis Air Force Base commissary. He’s worked very hard to earn his seniority at the commissary. He is the fifth employee at the commissary that has been there the longest, 16 years. He has received numerous awards, both monetary and several employees of the month. Christian is very fortunate. He doesn’t need to rely on Social Security or Medicaid. He makes a livable wage as a government employee and has his own health, dental, and vision insurance, and a great retirement plan. Christian has accomplished more than most adults do in their lifetime. My son is a hard worker and loves his job. He is definitely a success story. Diagnosed at 15 months with autism, I was told to put him in an institution. The doctors told me he’d never be able to do anything for himself. He had no language till the age of seven. Fast forward, today he is totally independent and does everything for himself except drive which is why I’m here. Paratransit is his only option for transportation. The only resource he has. Believe me, if there was another option, I would have taken it by now. I’m not moving out of my forever home. I’m a half-mile outside the service area. It’s so ridiculous. I actually leave my job to pick up my son from the Centennial Library and I drive seven minutes to get him home while I’m following the bus that just dropped him off. Then I go back to work. Quite honestly, I don’t understand how this commission can continue to approve millions of dollars on tourist transportation, but we can’t expand the service area to give more people with disabilities access to transportation. It’s a shame that this commission’s priority is not on the people that actually live and work in this community. This commission needs to understand that they are not meeting the needs of this community. Members of our community who are tax paying citizens and registered voters like my son has no transportation. If I’m not here to drive him to work, he would lose
his job, a federal job he’s held for over 16 years. His benefits would go away. He would be unemployed. Everything he has worked so hard for would be gone. That’s not fair. He doesn’t deserve that. No one does. I’ve been testifying every month for the last 21 months, but what I don’t understand is what purpose does it serve to testify every month when nothing changes. Can someone tell me how I can get transportation for my son. It is not, is it not this commission’s job to listen and act to meet the needs of this community? I’m not going away. My son deserves to have transportation. It’s his right.

Do the right thing members of this commission: expand the service area. In closing, I heard this earlier on the video when you were saying goodbye to Tina, if not you then who? If not now then when? Thank you.

Continuing, Chair Brown called on Ms. Aleta Dupree, who made the following comment:
Chair Brown, members, Aleta Dupree for the record. Keep forgetting about the speaker cards. Thank you. Good meeting. I love a good public meeting. Can’t seem to get enough of them. So, we’re going to continue this work. We have a lot of work to do. I’m going to throw a little NDOT piece out here. As one who doesn’t have a car, I’m having people drive me around, and I’ve gotten to use the HOV lane on several occasions. And, I’ve been on the 15 at 10:30 at night and rush hour traffic, so I think we need to advocate for keeping the HOV lane 24/7. I think, still, we have to keep working on the fare collection. Anecdotally, I heard about, I was on a Sahara bus and we picked up a whole bunch of people from another bus, and I heard that that bus that was put out of service was because of a defective fare box. Something about eating somebody’s pass, so this paper ticket issue is really showing its age to the point that it’s inconveniencing people. So, that’s got to change, and another thing that we have to work on and aim towards zero is pass-ups. It’s only happened to me twice, but last month I was passed-up. Staff addressed it. I made the phone call, but no one should ever be passed-up by a vehicle. It’s called driver inattention, and if a driver isn’t paying attention to the bus stop then who knows what else. We have to work towards perfection in that area because our most precious cargo is our people. There are four ways that I give you money. One is in when I spend money on taxable items, you get 3/8 of a percent of that which is not enough, and then I pay you fares for the busses through various period passes. The passes that I use for the shared bike system, and for the Trip to Strip, which I used to get here this morning. All of those three of which I use apps for. And so, they are all methods that I am being served with the challenges that I have among other things like the Veteran’s Transportation Network. Though I am a resident, I also avail myself of the strip and other things that visitors come to, so the visitors are an important engine of this economy, and they pay federal income taxes which helps pay for my stuff. And so, we have to grow that and have transit oriented development and bring more people here. It’s going to require innovation and a strong stomach. Thank you.

Next, Chair Brown called on Mr. Raymond Fletcher, who made the following comment:
Good morning, Mr. Chairman. I’ll go into the, for the record my name is Raymond Fletcher. I want to come and share my support of Tina as well, as she moves onto other endeavors. We met about six years ago when I’d just moved here. First six weeks I was here, I couldn’t believe that my wheelchair got broke on one of the routes. You know, I had spent the majority of my life fighting to be treated as an equal. Fighting to have my voice heard, and you were one of the very first people I’ve encountered here in Southern Nevada who treated me like a person, and not the disabled guy we talk down to. You know, we had a conversation about that as well, you know, and it still resonates with me today. I am truly thankful for your service here at this organization. I am truly thankful for all the information you provided for me. You made sure that I was informed. I learned a lot. I mean, I wouldn’t even know anything about Tango car because of conversations we had about Lyft and Uber being unaccessible for people with mobility devices. I don’t believe I would also have the opportunities that I have today had it not been for you and what you’ve done, so from the bottom of my heart I want to thank you. M.J., I look forward to working with you. We’ve developed a good rapport over these past few years. I hope we
continue it onto the future, and to the board, I want to thank you for Item 46. Previously, I served on your bus shelter committee and now as a member of your TAAC committee. I thank you for the opportunity. I look forward to serving. Mr. Chairman, you had asked one of the members of the public to attend one of the TAAC meetings, and unfortunately, they chose not to. So, as a member of the committee, I’m going to put my committee hat on, and just ask four questions for the record. Prior to people moving, did they know that they were grandfathered into the paratransit service area? Did they look at service area before they moved? If not, why didn’t they do their due-diligence? And, how much longer are they going to continue to blame this board for the actions that they willingly made. Again, as many of you all know, I moved across the country. I came to a place that was accessible by a bus route. I moved since being here, and I have access to both north and south, east and west because it’s my responsibility as a person with a disability to do my due diligence. We need to stop blaming people for the choices we make, and hold ourselves accountable for our failures to do what is right for ourselves and those that we care about. Thank you so very much to this board. Continue doing on great things. As I said, I look forward to working with you, and again thank you so very much for all of your hard work.

Next, Chair Brown called on Ms. Shelly Jones, who made the following comment:
Good morning, everybody. My name is Shelly Jones for the record, and I had the pleasure of meeting Stephanie today, and I do agree with her. I do not see no reason why you can’t expand the boundaries. I do have a friend that is totally blind who lives two blocks from the boundary of where the bus stops, and I don’t see no reason why the boundaries cannot be expanded to meet everybody’s needs. Yet, the public continuously says, people who are disabled need to be independent. Well, if they’re going to be independent, why can’t you take that same challenge and try to make it to the bus stop or have paratransit pick you up at a place where it’s not really safe to cross the streets, let alone walk down the sidewalks. Because in the news, they constantly tell about people who are waiting at a bus stop and a vehicle runs into them. Some die. Some end up in the hospital. So, that’s an unsafe situation. It’s unsafe for anybody to leave their house to have to walk to a bus stop. It’s unsafe for anybody to leave their house to go to where the paratransit will pick-them up. I do not see or understand why a simple decision could be made to expand the boundaries. If you want to and strive for excellence, you cannot have excellence if you do not resolve the issue. Thank you.

**Motion:**
No motion was necessary.

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

**ADJOURNMENT**
The meeting adjourned at 10:13 a.m.

Respectfully submitted,

Marin DuBois, Recording Secretary

Marek Biernacinski, Transcription Secretary
MECHANIC RECOGNITION

Eduardo Valadez

Farewell Tina!
State Fatalities Report

Fatalities by County

Nevada

215

Fatalities occurred on Nevada’s roadways so far in 2019, down from 289 in 2018

16% 46%

New Highway Designation

DUI Victim Memorial Highway
All information presented is preliminary and subject to revision.

Tropicana Interchange Reconstruction

Project Elements:

• Construct New Tropicana Interchange
• Construct Harmon HOV Ramps
• Proposing to use design build delivery method
• RFQ – Spring 2020; RFP – September 2020
• Design Build Agreement – 1st Quarter, 2021
• 2-3 year construction time frame

Centennial Bowl Milestone

2,635 feet long
75 feet tall
1,500 cement mixer trips
Oh, Cell, No!

Congratulations Mario!
Thank You Tina!

Thank You!

Kristina L. Swallow, PE
kswallow@dot.nv.gov  I  (775) 888-7440
OBJECT:

AGENDA ITEM

SUBJECT:  CAPITAL IMPROVEMENTS PROGRAM AMENDMENTS

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA ADOPT AMENDMENTS TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)

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

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>
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<td>234A-FTI2</td>
<td>FRI Extension</td>
<td>Henderson</td>
<td>Not Programmed</td>
<td>2019-2020</td>
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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 #6
December 12, 2019
EAC  Item #4
November 21, 2019
Consent
### REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

#### AGENDA ITEM

<table>
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<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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<td><strong>SUBJECT:</strong> CAPITAL IMPROVEMENTS PROGRAM FISCAL ACTIONS</td>
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<td><strong>PETITIONER:</strong> TINA QUIGLEY, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
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<tr>
<td><strong>RECOMMENDATION BY PETITIONER:</strong> 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)</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:

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
## Exhibit A - Summary of Fiscal Actions

### Motor Vehicle Fuel Tax

<table>
<thead>
<tr>
<th>ENTITY</th>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
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<th>AMOUNT</th>
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<tbody>
<tr>
<td>CLV</td>
<td>214A-MVFT</td>
<td>Casino Center Boulevard; Colorado Avenue to Wyoming Avenue</td>
<td>1st Supplemental</td>
<td>$150,000.00</td>
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<tr>
<td>CLV</td>
<td>169D-MVFT</td>
<td>Main Street/Commerce Street Downtown Couplet; I-515 to Las Vegas Blvd</td>
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<td>($260,432.72)</td>
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<tr>
<td>COH</td>
<td>223B-MVFT</td>
<td>Intersection Improvement Program -Starr Avenue and Bermuda Road</td>
<td>1st Supplemental</td>
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### Fuel Revenue Indexing

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<td>CLV</td>
<td>135U-FTI</td>
<td>Arterial Reconstruction Program Package 2</td>
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<td>($698,059.57)</td>
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<tr>
<td>CLV</td>
<td>169D-FTI</td>
<td>Main Street/Commerce Street Downtown Couplet; I-515 to Las Vegas Blvd</td>
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<td>($2,785,357.65)</td>
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<tr>
<td>CLV</td>
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<td>Coolidge Avenue; Main Street to 4th Street</td>
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### Fuel Revenue Indexing Extension

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<tr>
<td>CC</td>
<td>010N-FTI2</td>
<td>Rainbow Boulevard; Erie Avenue to Blue Diamond Road</td>
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### Question 10

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<td>Main Street/Commerce Street Downtown Couplet; I-515 to Las Vegas Blvd</td>
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### Total Fiscal Impact This Agenda

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**Total:** $389,567.28

**Fuel Revenue Indexing:** ($4,578,248.22)

**Fuel Revenue Indexing Extension:** $17,800,000.00

**Question 10:** $100,688.03
**CLARK COUNTY RESOURCES**

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**EXHIBIT "B"**
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REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
CAPITAL IMPROVEMENTS PROGRAM ‐ FUEL REVENUE INDEXING EXTENSION FUNDING
UPDATED DECEMBER 12, 2019

FRI EXTENSION
UNENCUMBERED FROM PREVIOUS YEAR $

(137,569,114)

CITY OF HENDERSON RESOURCES

available resources

unencumbered from previous year $

PROJECT
NUMBER

DESIGN
START

ILC AMOUNT

PROJECT

AVAILABLE RESOURCES
PROGRAMMED $ 1,924,745,243
REMAINING RESOURCES

(55,297,629)

programmed $
remaining resources
TO

FROM

214,035,458

$ 311,622,367
$ 256,675,943
$ 54,946,424
$
$
$

COST

7,111,967
14,535,458
(7,423,491)
2019‐20

AMOUNT

FUNDING REQUESTS
DATE
AGENDA

PHASE

DESIGN

CITY OF HENDERSON
ARTERIAL RECONSTRUCTION PROGRAM
FY 2020
NEIGHBORHOOD REHABILITATION PROGRAM
INTERSECTION IMPROVEMENTS PROGRAM
OPEN DESIGN CONTRACTS
7/13/2017 $ 2,000,000 I‐515 AT I‐215 INTERCHANGE IMPROVEMENTS
8/14/2014 $ 300,000 WEST HENDERSON ROADS
12/14/2017 $ 300,000 SUNRIDGE HEIGHTS
EXECUTIVE AIRPORT

135AG‐FTI2 12/12/2019

100D‐FTI
175H‐FTI
192B‐FTI
002AC‐FTI2
008X‐FTI2
088C‐FTI2
111B‐FTI2
140B‐FTI2
192C‐FTI2
201A‐FTI2
209A‐FTI2
210A‐FTI2
216A‐FTI2
224A‐FTI2
100F‐FTI2

BERMUDA

5/18/2017
4/11/2019
5/23/2019
4/12/2018
4/12/2018
5/23/2019
5/18/2017
4/12/2018
4/12/2018
9/13/2018
5/23/2019
7/13/2017

$ 500,000 EASTERN IMPROVEMENTS ‐ PHASE I
HORIZON RIDGE
I‐215
$ 760,000 SUNSET
I‐515
PABCO
$ 150,000 PEBBLE
PECOS
WIGWAM
$ 600,000 BERMUDA
VOLUNTEER
ST. ROSE
$ 540,000 GREENWAY
BOULDER
PARADISE HILLS
$ 1,800,000 SUNRIDGE HEIGHTS
EXECUTIVE AIRPORT BERMUDA
$ 400,000 ROMA HILLS
HORIZON RIDGE
ASCAYA
$ 300,000 HEATHER
GREENWAY
COLLEGE
$ 500,000 FOSTER AND PRICE
BOULDER
BARRETT
$ 500,000 NEVADA STATE
PARADISE HILLS
I‐515
$ 1,200,000 BOULDER HWY
WAGONWHEEL
TULIP FALLS
I‐515 AT I‐215 INTERCHANGE IMPROVEMENTS
NEW PROJECTS
APPALOOSA
WAGONWHEEL
EQUESTRIAN
ATHOL
FOSTER
ROLLY
BURKHOLDER
RACETRACK
LAKE MEAD
COLLEGE
MISSION
BOULDER HWY
CORONADO CENTER
EASTERN
SUNRIDGE HEIGHTS
DEMOCRACY DRIVE
ANTHEM HIGHLANDS VIA INSPIRADA
DOWNTOWN HENDERSON PHASE II (MAJOR, MINOR, VICTORY, TEXAS, OCEAN)
EASTERN IMPROVEMENTS ‐ PHASE II
HORIZON RIDGE
I‐215
EASTGATE, MIDDLEGATE, PARKSON, CAPE HORN
EQUESTRIAN
FOOTHILLS
BOULDER HWY
GIBSON RD PH1
I215
BOULDER HWY
234A‐FTI2 12/12/2019
GILESPIE
ST ROSE PKWY
VIA INSPIRADA
GRAND HILLS
SEVEN HILLS
EASTERN
HORIZON RIDGE ‐ PHASE II
GREEN VALLEY
STEPHANIE
HORIZON RIDGE ‐ PHASE I
STEPHANIE
PARADISE HILLS
229A‐FTI2 7/11/2019
INTERCHAGE; NEVADA STATE & I‐11
INTERCHANGE; EASTERN & I‐215
229B‐FTI2 7/11/2019
INTERCHANGE; I‐215 at PECOS AND I‐215 AT GREEN VALLEY
INTERCHANGE; WAGONWHEEL & I‐515
KELSO DUNES ROUNDABOUTS
MAGIC WAY
EQUESTRIAN
WARM SPRINGS
MISSION DR PH I
COH LIMITS
COLLEGE DR
PACIFIC
HORIZON
APIAN
PARADISE HILLS
CALVERT
GREENWAY
PASEO VERDE
GREEN VALLEY
GIBSON
PECOS
I‐215
WINDMILL
PUEBLO
BURKHOLDER
LAKE MEAD
RAMROD AND OLYMPIC
GREEN VALLEY
MOUNTAIN VISTA
ROBINDALE
GREEN VALLEY
EASTERN
SEVEN HILLS
GRAND HILLS
ST. ROSE AND LOOP
SUN CITY ANTHEM/ANTHEM
EASTERN
REUNION
SUNSET
I‐515
PABCO
WAGONWHEEL
I‐515
FOOTHILLS
WARM SPRINGS
LAKE MEAD
RACETRACK
WARM SPRINGS
PECOS
I‐515
171C‐FTI2 9/12/2019
WATER
STURM
CADENCE VISTA
WEISNER/BURNS
SUNSET
COH LIMITS
WIGWAM
EASTERN
GIBSON
WINDMILL
ARROYO GRANDE
GREEN VALLEY

CLOSEOUTS
011B‐FTI 12/12/2013 $ 1,700,000 CENTER
002AC‐FTI 7/13/2017 $ 750,000 EASTERN
015R‐FTI 9/14/2017 $ 5,500,000 HORIZON
175A‐FTI 10/10/2013 $ 2,275,000 NEIGHBORHOOD REHABILITATION
175H‐FTI 8/14/2014 $ 300,000 WEST HENDERSON ROADS

TOTALS

$ 20,375,000

BURKHOLDER
PECOS
PACIFIC
ANTHEM

LAKE MEAD PKWY
BECKLER
BOULDER HWY

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760,000
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4,500,000
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4,500,000
5,000,000
1,000,000

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5,168,705
2,108,155
112,694

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4,000,000

12/12/2019

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100,000 $

100,000

9/12/2019

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1,000,000

12/12/2019

DESIGN

DESIGN

$

31

DESIGN

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12/12/2019

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1,200,000

7/11/2019

30

DESIGN

1,500,000

7/11/2019

31

DESIGN

3,000,000

9/12/2019

28

CONST

7/11/2019
9/12/2019
11/14/2019
11/14/2019
11/14/2019

35
36

CLOSEOUT
CLOSEOUT
CLOSEOUT
CLOSEOUT
CLOSEOUT

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900,000

3,000,000 $

(224,769)
(254,326)
(331,295)
(166,845)
(187,306)

$
$
$
$
$

$ 234,410,458 $ 14,535,458 $
FY 2020 AVAILABLE BALANCE $

(224,769)
(254,326)
(331,295)
(166,845)
(187,306)
10,635,458
(3,523,491)

EXHIBIT "B"


### REGIONAL TRANSPORTATION COMMISSION (RTC)

<table>
<thead>
<tr>
<th>DESIGN NUMBER</th>
<th>DESIGN START</th>
<th>DESIGN AMOUNT</th>
<th>PROJECT</th>
<th>FROM</th>
<th>TO</th>
<th>2019-20</th>
<th>FUNDING REQUESTS</th>
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<tbody>
<tr>
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<td></td>
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<td>DATE</td>
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<td>144V-FTI2</td>
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<td>ITS DEPLOYMENT ALONG EXISTING PORTIONS OF 215 BELTWAY - I-15 NORTH - I-515</td>
<td>$10,050,000</td>
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<td>144W-FTI2</td>
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<td>5,000,000</td>
<td>AMS COMMUNICATIONS, ITS EQUIPMENT AND SIGNALIZED INTERSECTION UPGRADE</td>
<td>$16,500,000</td>
<td>$11,500,000</td>
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<td>ROADSIDE UNIT CONNECTED VEHICLE DEPLOYMENT</td>
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<td>ATC GPS PRE-EMPTION</td>
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<td>$1,000,000</td>
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<td>MARYLAND FIXED GUIDEWAY CAPACITY AND SAFETY IMPROVEMENTS</td>
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<td><strong>TOTALS</strong></td>
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<td>$7,000,000</td>
<td>$212,015,000</td>
<td>$41,665,000</td>
<td>$19,765,000</td>
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### FUNDING REQUESTS TO COST

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<tr>
<th>NUMBER</th>
<th>DESIGN START</th>
<th>DESIGN AMOUNT</th>
<th>PROJECT</th>
<th>FROM</th>
<th>TO</th>
<th>FY 2020 AVAILABLE BALANCE</th>
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<tbody>
<tr>
<td></td>
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<td>RESORT CORRIDOR AREA ROAD IMPROVEMENTS (TIBP)</td>
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<table>
<thead>
<tr>
<th>PROJECT NUMBER</th>
<th>DESIGN START</th>
<th>DESIGN AMOUNT</th>
<th>PROJECT</th>
<th>FROM</th>
<th>TO</th>
<th>2019-20</th>
<th>FUNDING REQUESTS</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
<td>AMOUNT</td>
<td>DATE</td>
</tr>
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<td>222A-FTI2</td>
<td>2/14/2019</td>
<td>1,000,000</td>
<td>E2L, PEDESTRIAN BRIDGE AT INTERSECTION OF SAHARA AVENUE AT LAS VEGAS BOULEVARD</td>
<td>$32,000,000</td>
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<td>TIBP ROAD PROJECTS</td>
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<td>MARTIN LUTHER KING EXTENSION</td>
<td>$1,000,000</td>
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<td><strong>TOTALS</strong></td>
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<td>$8,000,000</td>
<td>$134,000,000</td>
<td>$-</td>
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### REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
CAPITAL IMPROVEMENTS PROGRAM - MOTOR VEHICLE FUEL TAX FUNDING
UPDATED DECEMBER 12, 2019

### AVAILABLE RESOURCES

<table>
<thead>
<tr>
<th>Available Resources</th>
<th>$ 43,215,679</th>
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</thead>
<tbody>
<tr>
<td>Programmed</td>
<td>$ 386,153,497</td>
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<tr>
<td>Remaining Resources</td>
<td>($ 9,327,819)</td>
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### UNENCUMBERED FROM PREVIOUS YEAR

<table>
<thead>
<tr>
<th>Available Resources</th>
<th>$ 26,508,265</th>
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<tbody>
<tr>
<td>Programmed</td>
<td>$ 122,211,361</td>
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<td>Remaining Resources</td>
<td>($ 713,096)</td>
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### PROJECTS

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Design Start</th>
<th>ILC Amount</th>
<th>From</th>
<th>To</th>
<th>Cost 2019-20</th>
<th>Funding Requests</th>
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<tbody>
<tr>
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<td>Amount</td>
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<td>135AE-MVFT</td>
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<td>$ 57,810,000</td>
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<td>175R-MVFT</td>
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<td>209B-MVFT</td>
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<td>$ 2,250,000</td>
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<td>223D-MVFT</td>
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<td>$ 16,500,000</td>
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<td>$ 2,150,000</td>
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### OPEN CONTRACTS

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Design Start</th>
<th>ILC Amount</th>
<th>From</th>
<th>To</th>
<th>Cost 2019-20</th>
<th>Funding Requests</th>
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<td>Amount</td>
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<td>021E</td>
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### TOTALS

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<th>Totals</th>
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<td>FY 2020 AVAILABLE BALANCE</td>
<td>$9,526,904.27</td>
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### EXHIBIT "B"
## MVFT TOTAL PLAN

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<th>AVAILABLE RESOURCES</th>
<th>$43,215,679</th>
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<tr>
<td>UNENCUMBERED FROM PREVIOUS YEAR</td>
<td>$16,403,414</td>
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<tr>
<td>PROGRAMMED</td>
<td>$386,153,497</td>
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<td>REMAINING RESOURCES</td>
<td>$9,327,818</td>
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## CITY OF HENDERSON RESOURCES

<table>
<thead>
<tr>
<th>available resources</th>
<th>$8,534,816</th>
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<tr>
<td>unencumbered from previous year</td>
<td>$4,342,985.76</td>
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<tr>
<td>programmed</td>
<td>$59,918,492</td>
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<td>remaining resources</td>
<td>$(463,677)</td>
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### PROJECT NUMBER  DESIGN START  ILC AMOUNT  PROJECT  FROM  TO  COST  2019-20  FUNDING REQUESTS

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<th>AGENDA</th>
<th>PHASE</th>
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<td>$1,050,000</td>
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<td>$600,000</td>
<td>500,000</td>
<td>12/12/2019</td>
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<tr>
<td>$850,000</td>
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<tr>
<td>$2,466,633</td>
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<td>$386,860</td>
<td>(673,140)</td>
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<td>$63,703,492</td>
<td>8,998,492</td>
<td>3,198,492</td>
<td>TOTALS</td>
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**FY 2019 AVAILABLE BALANCE $5,336,323**
**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**
**CAPITAL IMPROVEMENTS PROGRAM - FUEL REVENUE INDEXING EXTENSION FUNDING**
**UPDATED DECEMBER 12, 2019**

**Q10**

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<th>AVAILABLE RESOURCES</th>
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**UNENCUMBERED FROM PREVIOUS YEAR**

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<th>CITY OF LAS VEGAS</th>
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**OPEN DESIGN CONTRACTS**

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<td>RAINBOW</td>
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**NEW PROJECTS**

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<td>15BE‐Q10</td>
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**CLOSEOUTS**

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**TOTALS**

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**TOTALS**

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<th>Remaining resources</th>
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### REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**CAPITAL IMPROVEMENTS PROGRAM - FUEL REVENUE INDEXING EXTENSION FUNDING**

**UPDATED DECEMBER 12, 2019**

#### AVAILABLE RESOURCES

- **Total Available Resources:** $65,318,647

#### CITY OF HENDERSON

- **Available Resources:** $12,541,838
- **Unencumbered from Previous Year:** $9,589,267
- **Programmed:** $9,782,065
- **Remaining Resources:** $5,901,185

#### CITY OF HENDERSON

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<th>Project Description</th>
<th>From</th>
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#### CITY OF HENDERSON

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<th>Design Amount</th>
<th>Project Description</th>
<th>From</th>
<th>To</th>
<th>Cost</th>
<th>2019-20 Fund</th>
<th>Funding Requests</th>
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#### TOTALS

- **FY 2020 Available Balance:** $13,401,186

**EXHIBIT "B"**
AGENDA ITEM

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
APPROVE THE ADDITION OF THE UNIFORM STANDARD DRAWINGS 244.10 AND 244.11
FOR TYPICAL LANE DELINEATION ON 60-FOOT AND 80-FOOT RURAL ROADWAYS IN
UNINCORPORATED CLARK COUNTY (FOR POSSIBLE ACTION)

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

FISCAL IMPACT:
Not determined

BACKGROUND:
On May 31, 2018, the final report of the Clark County Rural Streets Study was delivered to the Regional Transportation Commission of Southern Nevada. The objective of this study was to "Provide recommendations to improve mobility for all users (vehicle, bicycle, pedestrian, and equestrian) while balancing considerations from best practices in engineering design, benefits to the community, adopted plans, and community input." One result of the study was the proposal to add new rural street sections to the Uniform Standard Drawings for Public Works Construction Off-Site Improvements for the Clark County Area. Representatives from Clark County and the City of Las Vegas Public Works Departments collaborated to bring forward the drawings in this item for consideration and approval.

The proposed Uniform Standard Drawings (USD) 244.10, 244.11, and 244.12 (Typical Lane Delineation on 100-foot rural roadway) were presented and discussed by the Specifications Subcommittee at its April 10, 2019 meeting and subsequently sent to industry review. The proposed drawings were modified based on comments collected during industry review and presented at the Operations Subcommittee meeting on May 21, 2019. The Operations Subcommittee approved a motion to send USD 244.12 to the Executive Advisory Committee for approval. However, due to concerns expressed by representatives in the industry, USD 244.10 and USD 244.11 were held pending further evaluation of the 60-foot and 80-foot widths with respect to drainage. Proposed USD 244.10 and USD 244.11 are now ready for approval.

Respectfully submitted,

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

RTC Item #8
December 12, 2019
EAC Item #6
November 21, 2019
Consent
Regional Transportation Commission

AGENDA ITEM DEVELOPMENT REPORT

Agenda Item Recommendation (as submitted):
APPROVE THE ADDITION OF THE UNIFORM STANDARD DRAWINGS 244.10 AND 244.11 FOR TYPICAL LANE DELINEATION ON 60-FOOT AND 80-FOOT RURAL ROADWAYS IN UNINCORPORATED CLARK COUNTY (FOR POSSIBLE ACTION)

Agenda Item Requestor: Regional Transportation Commission

Meeting Date: 7/16/2019

Discussion:

Comments:
Mr. Joe Damiani, Manager of Engineering, Regional Transportation Commission of Southern Nevada (RTC), began discussion by describing the history behind these revisions. He noted that the current, proposed revision was available in the meeting handout for anyone who wanted to reference it.

Background
Mr. Damiani briefly described the background discussions, noting that the 100-ft arterials had been accepted and are moving forward. However, the 60-ft and 80-ft arterials had some issues with drainage, so they had met with several drainage experts from the jurisdictions to come up with solutions. Mr. Damiani read a few of the notes that had come out of these conversations.

He first referenced note four, stating that the original proposed drawings had too extensive construction for concrete swales. The new guidelines required less concrete and were more efficient. He then referenced note five, detailing a possible need for a storm drainage system to make the street section align with Clark County Regional Flood Control District standards. Mr. Damiani said that, after some reviewal, they had came up with a plan for the surface, and pending the results of an upcoming drainage study, changes would be made accordingly. This was the best approach at this time, given that they did not have the drainage study details yet.

Mr. Damiani also briefly mentioned a revision to the language. On the 80-ft arterial design, it should read “concrete swale” instead of “drainage ditch.”

With that, he noted that RTC Staff recommended approval of the revisions as noted, followed by an industry review, and an assessment from either the Specifications Subcommittee (SPECS) or the Executive Advisory Committee (EAC).

Specification Discussion
Mr. Erik Denman, Clark County Public Works, asked whether they could identify sides for east, south, west, and north in the designs for the 60-ft and 80-ft arterials. At this point, the drawing did not specify, and the sides were not symmetrical. Mr. Damiani agreed with this assessment, stating that they would need to modify and call out each direction in the language.

Ms. Kendall asked if there was any specific definition for the decorative treatment language. Mr. Damiani said there was not. Mr. Kaizad Yazdani, Clark County Public Works, mentioned that the cross sections may be limiting the developers, and asked if there was any flexibility in widening swales. Mr. Denman said that all swales would be uniform to prevent inconsistency. Changes would need to be evaluated on a local, case-by-case basis.

Mr. Damiani stated that if they were labelling sides, they should make sure to put the equestrian paths on either the north or west sides, as it was capable of expansion. This would help support flexibility in flow control. The members spent a few minutes discussing the logistics of modifying these revisions to accommodate flooding issues.

Mr. Yazdani briefly noted that on the 80-ft arterials, it should show that chevrons would be in the buffered space. Mr. Damiani agreed.

Mr. Kendall came back to direction language, stating her preference for having the directions be recommendations rather than requirements, as some of her local trails had different needs. Mr. Yazdani said this should not be a problem as long as the cross section was consistent. Mr. Denman mentioned that, like any standard, it could be customized to each region’s needs. At that time, developers could note these discrepancies and come up with custom solutions. He noted that they had dealt with some Bureau of Land Management discussions where there were specific guidelines on
these issues, but overall, the discussions on flexibility would be good to have. Ms. Kendall agreed, stating that it would help to have language about flexibility in development for recommended sites.

Public Comment
From there, Mr. Frank Wyatt, Southern Nevada Home Builders’ Association, made the following public comment.

“My name’s Frank Wyatt, I’m with Pinnacle Homes, I’m a local homebuilder, build a lot of homes up in the northwest, I live up in the northwest, and I’m representing myself and potentially, some industry members that maybe share my views. I want to let everybody know that we appreciate what you’ve all done. You’ve listened to us with respect to the concerns we had about the thickness of the swale, and made those adjustments, so thank you very much. And I’m glad to hear that you’re open to some potential design changes, slight adjustments, things that we can come up with to help. What I hope to be conveying more flow on the surface as opposed to putting pipes that may not lead any place, and then the one comment I was going to have on your equestrian trail, there’s a master plan with the equestrian trail through the Longmont area that’s shown on certain sites, the roadways, so you probably could pull that map out and, we’ve built some communities up there over the years that have incorporated that, so there is a plan someplace that shows that. Thank you very much.”

No further public comments were made.

Motion:
Mr. Kaizad Yazdani, Clark County Public Works, made a motion to approve the item with changes as discussed and to send the item to industry review

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<th>Disapproval ☐</th>
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*Conditions (if applicable):

Meeting Date: 6/13/2019 Staff

Discussion:
We removed 244.12 for the 100-foot ROW since it's going to the June EAC under 6658.

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*Conditions (if applicable):

Meeting Date: 4/10/2019 Specifications Subcommittee

Discussion:
Mr. Joe Damiani, Manager of Engineering for the Regional Transportation Commission of Southern Nevada (RTC), recounted that the drawings were the result of ongoing discussions between Clark County and the City of Las Vegas (Las Vegas). The drawings reflect a decision to keep a one-lane delineation for each roadway width included in the drawings.

Mr. Jeremy Leavitt, City of Las Vegas, noted that the drawings need to include Las Vegas as an approving agency since there are some areas where the boundaries between Las Vegas and Clark County are very close. He added that there are still a couple of items that needed to be addressed between the two entities, such as the respective preferences between riprap and curb and gutter.

Mr. Damiani asked if there were any changes Mr. Leavitt would want to include. He noted that Las Vegas and Clark County had narrowed the alternatives for each right-of-way width, which were in the drawings submitted for approval.

Mr. Leavitt stated his only comment was to add Las Vegas as an approving agency.

Mr. Damiani explained the drawings would be sent for industry review, and revisions could be made when the drawings are presented to the Operations Subcommittee.

Chair Jimmy Floyd, Clark County Public Works, asked if provisions could be added to permit equestrian paths to include an asphalt swell or something more compatible and safer for horse riding than a concrete path at intersections.

Mr. Damiani responded that it would be a design issue that could be addressed in design.

Motion:
Mr. Jeremy Leavitt, City of Las Vegas, made a motion to approve the item with changes as discussed, forward the item to the Operations Subcommittee, and send to industry review.
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| Meeting Date: 3/21/2019 | Staff |

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<td>*Conditions (if applicable):</td>
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TYPICAL CONFIGURATION FOR RURAL ROADWAYS 60 FT. RIGHT-OF-WAY

60 FT. ROW

EQUESTRIAN PATH
6" DECOMPOSED GRANITE
(SEE NOTE 6 ON SHEET 2)

2" PBS OVER 4" TYPE II AGGREGATE BASE

SEE NOTE 3 ON SHEET 2

CONCRETE SWALE

DECORATIVE TREATMENT

CONCRETE SWALE

ASPHALT PATH

10' 6' 14' 14' 6' 5'-10' VARIES

60 FT. ROW

AGENCY APPROVED

C

L

SPECIFICATION REFERENCE

UNIFORM STANDARD DRAWINGS
CLARK COUNTY AREA

TYPICAL CONFIGURATION FOR
RURAL ROADWAYS 60 FT. RIGHT-OF-WAY

DATE 12-12-19  DWG. NO. 244.10  SHEET 1 OF 2
NOTES

1. DRAWING IS ONLY APPLICABLE TO THE CITY OF LAS VEGAS AND UNINCORPORATED AREA OF CLARK COUNTY, IN THE AREA BOUNDED BY CLARK COUNTY 215 BRUCE WOODBURY BELTWAY ON THE WEST AND NORTH, ALEXANDER ROAD ON THE SOUTH AND DURANGO DRIVE ON THE EAST, OR IN OTHER AREAS APPROVED BY THE AGENCY.

2. MINIMUM PAVEMENT STRUCTURE AND DESIGN SHALL CONFORM WITH STANDARD DRAWING 200.1.

3. TREATMENT SHALL CONFORM WITH CLARK COUNTY DEPARTMENT OF AIR QUALITY AND NEVADA DIVISION OF ENVIRONMENTAL PROTECTION REGULATIONS.

4. THE CONCRETE SWALE SHALL BE 6' WIDE AND 6" THICK WITH MINIMAL STEEL REQUIRED PER ACI. WHEN VEHICULAR TRAFFIC IS REQUIRED TO CROSS THE SWALE, IT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING 228.

5. THE STREET SECTION IS NOT ANTICIPATED TO MEET CCRFCD DRAINAGE REQUIREMENTS AND MAY REQUIRE A STORM DRAINAGE SYSTEM AS DETERMINED BY THE APPROVED TECHNICAL DRAINAGE STUDY.

6. IT IS RECOMMENDED THAT THE EQUESTRIAN TRAIL BE LOCATED ON THE NORTH SIDE OF EAST-WEST ROADWAYS OR THE WEST SIDE OF NORTH-SOUTH ROADWAYS.

7. STREET LIGHTS REQUIRED ONLY AT INTERSECTIONS.

8. UTILITY PLACEMENT MUST BE APPROVED BY THE APPROVING AGENCY.
TYPICAL TWO LANE CONFIGURATION FOR RURAL ROADWAYS 80 FT. RIGHT-OF-WAY

SPECIFICATION REFERENCE

UNIFORM STANDARD DRAWINGS
CLARK COUNTY AREA

DATE 12-12-19    DWG. NO. 244.11    SHEET 1 OF 2
NOTES
1. DRAWING IS ONLY APPLICABLE TO THE CITY OF LAS VEGAS AND UNINCORPORATED AREA OF CLARK COUNTY, IN
   THE AREA BOUNDED BY CLARK COUNTY 215 BRUCE WOODBURY BELTWAY ON THE WEST AND NORTH, ALEXANDER
   ROAD ON THE SOUTH, AND DURANGO DRIVE ON THE EAST, OR IN OTHER AREAS APPROVED BY THE AGENCY.
2. LANE LINE DELINEATION SHALL COMPLY WITH STANDARD DRAWINGS 244 AND 244.1.
3. MINIMUM PAVEMENT STRUCTURE AND DESIGN SHALL CONFORM WITH STANDARD DRAWING 200.
4. TREATMENT SHALL CONFORM WITH CLARK COUNTY DEPARTMENT OF AIR QUALITY AND NEVADA DIVISION OF
   ENVIRONMENTAL PROTECTION REGULATIONS.
5. THE CONCRETE SWALE SHALL BE 6’ WIDE AND 6” THICK WITH MINIMAL STEEL REQUIRED PER ACI. WHEN VEHICULAR
   TRAFFIC IS REQUIRED TO CROSS THE SWALE, IT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD
   DRAWING 228.
6. THE STREET SECTION IS NOT ANTICIPATED TO MEET CCRFCD DRAINAGE REQUIREMENTS AND MAY REQUIRE A
   STORM DRAINAGE SYSTEM AS DETERMINED BY THE APPROVED TECHNICAL DRAINAGE STUDY.
7. RAISED LANDSCAPE MEDIAN MAY BE REQUIRED BY CLARK COUNTY.
8. IT IS RECOMMENDED THAT THE EQUESTRIAN TRAIL BE LOCATED ON THE NORTH SIDE OF EAST-WEST ROADWAYS
   OR THE WEST SIDE OF NORTH-SOUTH ROADWAYS.
9. STREET LIGHTS REQUIRED ON ONE SIDE OF THE STREET AND AT INTERSECTIONS.
10. UTILITY PLACEMENT MUST BE APPROVED BY THE APPROVING AGENCY.
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: INTELLIGENT TRANSPORTATION SYSTEMS: ASSET INVENTORY PILOT PROJECT

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 FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA PROJECT 144AE-FT12; INTELLIGENT TRANSPORTATION SYSTEMS: ASSET INVENTORY PILOT PROJECT (FOR POSSIBLE ACTION)

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

FISCAL IMPACT: Fuel Revenue Indexing Extension Funds - $1,000,000.00

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BACKGROUND:
The Regional Transportation Commission of Southern Nevada (RTC) is interested in developing an intelligent transportation systems asset database, light detection and ranging (LIDAR) technology point cloud network, and a pavement conditions assessment database. This pilot project will allow consultants to collect, process, and analyze the data for selected arterials and roadways. This project will also provide a user interface to allow the member agencies to have access to and use the associated data.

Respectfully submitted,

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

RTC Item #9
December 12, 2019
EAC Item #7
November 21, 2019
Consent
INTERLOCAL AGREEMENT
INTELLIGENT TRANSPORTATION SYSTEMS:
ASSET INVENTORY PILOT PROJECT

THIS INTERLOCAL AGREEMENT (“Agreement”) #1151 is made and entered into this 12TH day of December 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”. The RTC and the ENTITIES are hereinafter referred to individually as “PARTY” and collectively as “PARTIES”.

WITNESSETH:

WHEREAS, the RTC intends to initiate a pilot project to collect, process, and analyze data for selected arterials and roadways using the current LIDAR technology, hereinafter referred to as the “PROJECT.” The PROJECT will also provide any additional data to help the ENTITIES and the RTC evaluate their asset inventories; and

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

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1151 applies to the collection of information to be included into a database using the agreed upon data dictionary. RTC will also collect a data point cloud system using the current LIDAR technology. The consultant will be responsible to process the data, to provide certain data analysis, and allow the information to be accessible to the PARTIES through a cloud based web portal.
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 #1151 is effective as of the date first set forth above.

Date of Commission Action: December 12, 2019

REGIONAL TRANSPORTATION COMMISSION

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

BY: MARILYN KIRKPATRICK, Chair

Approved as to Form and Legality: Attest:

Chief Deputy District Attorney LYNN MARIE GOYA, County Clerk

Date of Council Action: CITY OF LAS VEGAS

BY: CAROLYN G. GOODMAN, Mayor

Approved as to Form and Legality Attest:

Deputy City Attorney LUANN D. HOLMES, MMC, City Clerk
AGENDA ITEM

SUBJECT: RAINBOW BOULEVARD; ERIE AVENUE TO BLUE DIAMOND ROAD

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 FOR ENGINEERING FROM FUEL REVENUE INDEXING FUNDS FOR CLARK COUNTY PROJECT 010N-FTI2; RAINBOW BOULEVARD; ERIE AVENUE TO BLUE DIAMOND ROAD (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:

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<th>Category</th>
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BACKGROUND:

Clark County is continuing the design of Rainbow Boulevard from Erie Avenue to Blue Diamond Road. This contract will allow Clark County to secure the right-of-way across the Union Pacific Railroad and complete the design documents.

Respectfully submitted,

DENIS CEDERBURG
Director of Public Works
INTERLOCAL CONTRACT

DECATUR BOULEVARD, ERIE AVENUE TO BLUE DIAMOND ROAD

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of December 2019, by and between the County of Clark, 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 design, purchase right-of-way, perform construction inspection and construct roadway improvements on Rainbow Boulevard, Erie Avenue to Blue Diamond Road, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the County of Clark; 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 agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and”

WHEREAS, the COUNTY is requesting funds to commence engineering and right-of-way and construction for the PROJECT; 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 #1152 applies to improvements to Rainbow Boulevard, Erie Avenue to Blue Diamond Road. The improvements may include up to six travel lanes; continuous left turn lane and/or median island, as determined by adjacent land use; drainage facilities; traffic control devices, curb, gutter, sidewalk, streetlights; 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 funding for all costs associated with the PROJECT as outlined below:

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

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 $250,000.00
   c. CONSTRUCTION not to exceed $250,000.00
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.

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 #1152 is effective as of the date first set forth above:

Date of Commission Action: December 12, 2019

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
County Clerk

Approved as to Form:

CHRISTOPHER FIGGINS
Chief Deputy District Attorney
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

<table>
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<tr>
<td>PETITIONER: DENIS CEDERBURG, DIRECTOR</td>
<td>CLARK COUNTY PUBLIC WORKS</td>
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<tr>
<td>RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO EXTEND THE PROJECT COMPLETION DATE FOR CLARK COUNTY PROJECT 007M-MVFT; DECATUR BOULEVARD, CACTUS AVENUE TO WARM SPRINGS ROAD (FOR POSSIBLE ACTION)</td>
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<tr>
<td>GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE</td>
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</table>

FISCAL IMPACT:

None

BACKGROUND:

On August 14, 2014, the Regional Transportation Commission of Southern Nevada approved an interlocal contract for Decatur Boulevard, Cactus Avenue to Warm Springs Road. Clark County is continuing the design of this project and needs to extend the completion date to finalize the documents. Once completed, Clark County will request construction funds and advertise the project. This Supplemental Interlocal No. 1 will extend the project completion date to December 31, 2020.

This supplemental interlocal contract will also ensure the contract amounts reflect the authorizations to proceed for funding.

Respectfully submitted,

DENIS CEDERBURG
Director of Public Works
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
DECATUR BOULEVARD
CACTUS AVENUE TO WARM SPRINGS ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 12TH day of December 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.”

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #802 dated August 14, 2014, for improvements to Decatur Boulevard, Cactus Avenue to Warm Springs Road, hereinafter referred to as “PROJECT,” located wholly within Clark County; 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 COUNTY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

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

WHEREAS, the COUNTY wishes to extend the project completion date; 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 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 $1,450,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   
   a. ENGINEERING not to exceed $500,000.00
   b. RIGHT-OF-WAY not to exceed $950,000.00
   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 in number 2 above.

The RTC agrees to reimburse funds advanced by the COUNTY for eligible PROJECT costs incurred after June 30, 2019.

SECTION III: GENERAL; paragraph 6 shall be revised to read as follows:

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 COUNTY be repaid.

The remainder of Interlocal Contract #802 dated August 14, 2014, 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

December 12, 2019 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
County Clerk

Approved as to Form

Christopher Figgins
Chief Deputy District Attorney
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: CHARLESTON BOULEVARD, ART WAY TO GRAND CENTRAL PARKWAY

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 FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 009Q-FTI2; CHARLESTON BOULEVARD, ART WAY TO GRAND CENTRAL PARKWAY (FOR POSSIBLE ACTION)

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

FISCAL IMPACT: Fuel Revenue Indexing Extension Funds - $1,500,000.00

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BACKGROUND:
The City of Las Vegas is requesting funding from Fuel Revenue Indexing Extension Funds to begin alternatives analysis and a 30 percent design plan for roadway and pedestrian improvements along Charleston Boulevard between Art Way and Grand Central Parkway.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works
INTERLOCAL CONTRACT
CHARLESTON BOULEVARD, ART WAY TO GRAND CENTRAL PARKWAY

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of December 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.”

W I T N E S S E T H

WHEREAS, the CITY intends to examine alternatives for roadway and pedestrian improvements along the Charleston Boulevard between Art Way and Grand Central Parkway, 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 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 agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence engineering for the PROJECT; 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 alternatives analysis and a 30 percent design plan for roadway and pedestrian improvements along Charleston Boulevard between Art Way and Grand Central Parkway. 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 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 $1,500,000.00.

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 $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, 2022. 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 #1153 is effective as of the date first set forth above.

Date of Commission Action: ____________________________ REGIONAL TRANSPORTATION COMMISSION

December 12, 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
EXHIBIT A
CHARLESTON BOULEVARD,
GRAND CENTRAL PARKWAY TO ART WAY

10/22/2019
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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

SUBJECT: INTERSECTION IMPROVEMENTS PROGRAM: FISCAL YEAR 2020 CITY OF LAS VEGAS CONSTRUCTION - PACKAGE 2

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 FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 223J-FTI2; INTERSECTION IMPROVEMENTS PROGRAM: FISCAL YEAR 2020 CITY OF LAS VEGAS CONSTRUCTION – PACKAGE 2 (FOR POSSIBLE ACTION)

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

FISCAL IMPACT: Fuel Revenue Indexing Extension Funds - $5,550,000.00

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BACKGROUND:
The City of Las Vegas is requesting funding from Fuel Revenue Indexing Extension funds to commence construction of the subject project. The project includes the installation of traffic signal systems at the intersections identified in Exhibit A of the contract and a flasher system at Oso Blanca Road/Private Drive. The design and right-of-way costs for the project were funded by Regional Transportation Commission of Southern Nevada Project 211B1-MVFT.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works

December 12, 2019
EAC Item #11
November 21, 2019
Consent
INTERLOCAL CONTRACT  
INTERSECTION IMPROVEMENTS PROGRAM: FISCAL YEAR 2020  
CITY OF LAS VEGAS CONSTRUCTION - PACKAGE 2

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of December 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 Intersection Improvements Program: Fiscal Year 2020 City of Las Vegas Construction – Package 2, 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 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 agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence construction for the PROJECT; 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 Intersection Improvements Program: Fiscal Year 2020 City of Las Vegas Construction – Package 2 project. Improvements may include, but are not limited to, a power supply, pole foundations, poles, mast arms, signal heads, luminaires, conduit, wiring, pull boxes, controller cabinets associated hardware and software, Intelligent Transportation System (ITS) infrastructure, roadway pavement markings, signage, ADA improvements, and any other appurtenances necessary to complete the functional project. 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 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 $5,550,000.00.

///
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 $5,550,000.00

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, 2022. 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 #1154 is effective as of the date first set forth above.

Date of Commission Action: December 12, 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
Exhibit A

Intersection Improvements Program: FY 2020 City of Las Vegas Package 2

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</tr>
<tr>
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<td>Deer Springs Way/Grand Canyon Drive Traffic Signal System</td>
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<tr>
<td>3</td>
<td>Farm Road/Grand Canyon Drive Traffic Signal System</td>
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<td>4</td>
<td>Farm Road/Oso Blanca Road Traffic Signal System</td>
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<td>Grand Teton Drive/Grand Canyon Drive Traffic Signal System</td>
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<td>8</td>
<td>Oso Blanca Road/Private Drive Flasher System</td>
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SUBJECT:   DOWNTOWN VEHICLE AND PEDESTRIAN SAFETY STREETLIGHT IMPROVEMENT

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 EXTEND THE PROJECT COMPLETION DATE AND INCREASE
FUNDING FOR CONSTRUCTION AND ENGINEERING FROM FUEL REVENUE INDEXING
EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 178K-FTI2; DOWNTOWN VEHICLE
AND PEDESTRIAN SAFETY STREETLIGHT IMPROVEMENT (FOR POSSIBLE ACTION)

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

FISCAL IMPACT: Fuel Revenue Indexing Extension Funds - $2,300,000.00

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<th>Total Project Costs</th>
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<td>$2,400,000.00</td>
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BACKGROUND:
The City of Las Vegas is requesting funding from Fuel Revenue Indexing Extension funds to commence
construction of the subject project. The design is 90 percent complete and all right-of-way necessary for
construction has been obtained.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
DOWNTOWN VEHICLE AND PEDESTRIAN SAFETY STREETLIGHT
IMPROVEMENT

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 12TH day of December 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 RTC approved Interlocal Contract #987 dated February 8, 2018, for Downtown Vehicle and Pedestrian Safety Streetlight Improvement, 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 agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

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

WHEREAS, the CITY wishes to increase total PROJECT funding, commence the construction of the PROJECT, and extend the PROJECT completion date; 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 $2,400,000.00.

2. Authorizations to Proceed (ATP) are 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 $2,300,000.00

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: paragraph 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2022. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of Interlocal Contract #987 dated February 8, 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: December 12, 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

SUBJECT: CASINO CENTER BOULEVARD, COLORADO AVENUE TO WYOMING 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 SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING FOR ENGINEERING FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF LAS VEGAS PROJECT 214A-MVFT; CASINO CENTER BOULEVARD, COLORADO AVENUE TO WYOMING AVENUE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Motor Vehicle Fuel Tax Funds - $150,000.00

<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></td>
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<td>Total RTC</td>
</tr>
<tr>
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<td>$ 150,000.00</td>
<td>$ 600,000.00</td>
<td>$ 750,000.00</td>
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</tbody>
</table>

BACKGROUND:
The City of Las Vegas is requesting additional project funding to cover internal labor and the consultant agreement.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works

RTC Item #15
December 12, 2019
EAC Item #13
November 21, 2019
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
CASINO CENTER BOULEVARD, COLORADO AVENUE TO WYOMING AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 12TH day of December 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 RTC approved Interlocal Contract #1017 dated July 12, 2018, for Casino Center Boulevard, Colorado Avenue to Wyoming 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 agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 for the PROJECT; 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 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 $750,000.00.

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

   a. ENGINEERING not to exceed $750,000.00
   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 or issue a Notice to Proceed if utilizing annual maintenance contracts 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 #1017 dated July 12, 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: December 12, 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

SUBJECT: I-515 AT I-215 INTERCHANGE IMPROVEMENTS

PETITIONER: EDWARD 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
FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF
HENDERSON PROJECT 100F-FTI2; I-515 AT I-215 INTERCHANGE IMPROVEMENTS (FOR
POSSIBLE ACTION)

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

FISCAL IMPACT: Fuel Revenue Indexing Extension Fund - $1,000,000.00

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<th>RTC Funds</th>
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<td>Right-of-Way</td>
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BACKGROUND:

This project will provide funding for design improvements associated with the I-515 at I-215 Interchange Improvements from Galleria Drive to Horizon Drive on the I-515 and from Fiesta Henderson Boulevard to Stephanie Street on the I-215. The project design began with project 100D-FTI.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works

RTC Item #16
December 12, 2019
EAC Item #14
November 21, 2019
Consent
INTERLOCAL CONTRACT
I-515 AT I-215 INTERCHANGE IMPROVEMENTS

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of December 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.”

W I T N E S S E T H

WHEREAS, the CITY intends to design and perform environmental I-515 at I-215 Interchange Improvements from Galleria Drive to Horizon Drive on the I-515 and from Fiesta Henderson Boulevard to Stephanie Street on the I-215, hereinafter referred to as “PROJECT,” located wholly within the 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 agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence engineering for the PROJECT; 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 #1158 applies to all improvements associated with the I-515 I-215 Interchange Improvements from Galleria Drive to Horizon Drive on the I-515 and from Fiesta Henderson Boulevard to Stephanie Street on the I-215. The improvements include traffic capacity modifications and all related appurtenances to complete the PROJECT.

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 $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 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.

5. The RTC agrees to reimburse funds advanced by the CITY for eligible PROJECT costs incurred after September 1, 2019.

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 or 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 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 #1158 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

December 12, 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 SABRINA MERCADANTE, MMC
Chief Financial Officer City Clerk

Approved as to Content Approved as to Form

EDWARD MCGUIRE, P.E. NICHOLAS G. VASKOV
Director of Public Works City Attorney
REGional TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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

SUBJECT: ARTERIAL RECONSTRUCTION: FISCAL YEAR 2020 CITY OF HENDERSON MAINTENANCE

PETITIONER: EDWARD 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 FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 135AG-FTI2; ARTERIAL RECONSTRUCTION: FISCAL YEAR 2020 CITY OF HENDERSON MAINTENANCE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Fuel Revenue Indexing Extension Fund - $4,000,000.00

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<td>$</td>
<td>$ 4,000,000.00</td>
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BACKGROUND:

This project will provide funding for engineering of improvements to various roadways within the City of Henderson. Project improvements may include lane adjustments, median islands, turn pockets, curb, gutter, sidewalk, traffic signal, signing, striping, pavement rehabilitation as needed, and additional Complete Street elements as feasible.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works

RTC Item #17
December 12, 2019
EAC Item #15
November 21, 2019
Consent
INTERLOCAL CONTRACT
ARTERIAL RECONSTRUCTION: FISCAL YEAR 2020 CITY OF HENDERSON MAINTENANCE

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of December 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 improve Arterial Reconstruction: Fiscal Year 2020 City of Henderson Maintenance, 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 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 agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence engineering for the PROJECT; 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 #1155 applies to improvements associated with Arterial Reconstruction: Fiscal Year 2020 City of Henderson Maintenance. The project consists of designing improvements to various locations throughout the City of Henderson. 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 $4,000,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $4,000,000.00
   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 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 or 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 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, 2022. 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 #1155 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

December 12, 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
**Exhibit A**

**Arterial Reconstruction: Fiscal Year 2020 City of Henderson Maintenance**

Interlocal Contract:

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<th>Site Location</th>
<th>Phase</th>
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<td>1. Mary Crest Rd./Gallagher Crest Rd., American Pacific Dr. to Cassia Way</td>
<td>Design</td>
</tr>
<tr>
<td>2. Ramrod Ave. and Olympic Ave., Green Valley Pkwy. to Mtn. Vista St.</td>
<td>Design</td>
</tr>
<tr>
<td>3. Coronado Center Dr., Sunridge Heights Pkwy. to Eastern Ave. &amp; Pecos Ridge Pkwy. to St. Rose Pkwy.</td>
<td>Design</td>
</tr>
<tr>
<td>4. Equestrian Rd., Foothills Dr. to Weeks Bay River Rd.</td>
<td>Design</td>
</tr>
<tr>
<td>5. Horizon Ridge Pkwy., Gibson Rd. to East COH Limit</td>
<td>Design</td>
</tr>
<tr>
<td>6. Magic Way, Weeks Bay River Rd. to Newport Dr.</td>
<td>Design</td>
</tr>
<tr>
<td>7. Wigwam Pkwy., Eastern Ave. to I-515</td>
<td>Design</td>
</tr>
<tr>
<td>8. Pecos Rd., I-215 to Windmill Ln.</td>
<td>Design</td>
</tr>
<tr>
<td>9. Van Wagenen St., Greenway Rd. to Lake Mead Pkwy.</td>
<td>Design</td>
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</tbody>
</table>
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

Subject: Gilespie Street, St. Rose Parkway to Via Inspirada

Petitioner: Edward 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 for Engineering from Fuel Revenue Indexing Extension Funds for City of Henderson Project 234A-FTI2; Gilespie Street, St. Rose Parkway to Via Inspirada (for possible action)

Goal: Improve the efficiency and effectiveness of the transportation system and air quality by managing congestion

Fiscal Impact: Fuel Revenue Indexing Extension Fund - $1,000,000.00

<table>
<thead>
<tr>
<th>Category</th>
<th>RTC Funds Current Request</th>
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<th>Total Project Costs</th>
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<td>Construction</td>
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<td>$1,000,000.00</td>
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</table>

Background:
This project will provide funding to acquire right-of-way for Gilespie Street, generally from St. Rose Parkway to Via Inspirada.

Respectfully submitted,

Edward McGuire, P.E.
Director of Public Works

RTC Item #18
December 12, 2019
EAC Item #16
November 21, 2019
Consent
INTERLOCAL CONTRACT
GILESPIE STREET
ST. ROSE PARKWAY TO VIA INSPIRADA

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of December 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 acquire right-of-way for Gilespie Street, generally from St. Rose Parkway to Via Inspirada, 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 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 agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the right-of-way acquisition for the PROJECT; 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 #1156 applies to right-of-way acquisition for Gilespie Street, generally located between St. Rose Parkway and Via Inspirada. 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 $1,000,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $0.00
   b. RIGHT-OF-WAY not to exceed $1,000,000.00
   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 or 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 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 #1156 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

December 12, 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
EXHIBIT A

Legend

STREET

GILESPIE ST

City of Henderson, Nevada
Department of Public Works
Geographic Information Systems
This map is offered as a general reference guide only. Neither warranty of accuracy is intended nor should any

Gilespie St
St Rose Pkwy to Via Inspirada

October 2019
AGENDA ITEM

SUBJECT: PEDESTRIAN BRIDGE: I-215 AT GREEN VALLEY PARKWAY

PETITIONER: EDWARD 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 FOR ENGINEERING FROM QUESTION 10 FUNDS FOR CITY OF HENDERSON PROJECT 190L-Q10; PEDESTRIAN BRIDGE: I-215 AT GREEN VALLEY PARKWAY (FOR POSSIBLE ACTION)

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

FISCAL IMPACT: Question 10 Fund - $750,000.00

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<th>Category</th>
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<td>$750,000.00</td>
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BACKGROUND:

This project will provide funding for design improvements associated with the construction of the Pedestrian Bridge: I-215 at Green Valley Parkway. The Regional Transportation Commission of Southern Nevada approved an agreement on December 8, 2016, to fund the local match for the design and construction of a Nevada Department of Transportation project, designated "I-215 Trail Bridges at Pecos Road, Green Valley Parkway, Valle Verde Drive," as Question 10 Project 190E-Q10. During the predesign process, the scope was reduced to one bridge at Pecos Road only due to funding constraints. This project will complete the design of the pedestrian bridge at Green Valley Parkway.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works

RTC Item #19
December 12, 2019
EAC Item #17
November 21, 2019
Consent
INTERLOCAL CONTRACT
PEDESTRIAN BRIDGE: I-215 AT GREEN VALLEY PARKWAY

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of December 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 design a pedestrian bridge on the I-215 Regional Trail at Green Valley Parkway, 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 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 agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence engineering for the PROJECT; 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 #1157 applies to the engineering design for complete improvements associated with the construction of a pedestrian bridge on the I-215 Regional Trail at Green Valley 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 $750,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $750,000.00
   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.

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 or 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 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 #1157 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

December 12, 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
Exhibit A

SCOPE OF WORK
I-215 PEDESTRIAN BRIDGE AT GREEN VALLEY PKWY. PROJECT

The project consists of the construction of a pedestrian bridge on the I-215 Regional Trail at Green Valley Parkway.
REGIONAL TRANSPORTATION COMMISSION  
OF  
SOUTHERN NEVADA  

AGENDA ITEM

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

SUBJECT: INTERSECTION IMPROVEMENTS PROGRAM: STARR AVENUE AND BERMUDA ROAD

PETITIONER: EDWARD 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 SUPPLEMENTAL INTERLOCAL  
CONTRACT NO. 1 FOR CONSTRUCTION AND ENGINEERING FROM MOTOR VEHICLE  
FUEL TAX FUNDS FOR CITY OF HENDERSON PROJECT 223B-MVFT; TRAFFIC SIGNAL  
IMPROVEMENTS PROGRAM: STARR AVENUE AND BERMUDA ROAD (FOR POSSIBLE  
ACTION)

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

FISCAL IMPACT: Motor Vehicle Fuel Tax Fund - $500,000.00

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BACKGROUND:

On April 11, 2019, the Regional Transportation Commission of Southern Nevada (RTC) approved an interlocal contract to provide funding for design of intersection improvements at Starr Avenue and Bermuda Road including, but not limited to, a traffic signal and all related appurtenances. The project was designed by CA Group, Inc. Ninety percent plans have been submitted to the RTC and the project is ready to advertise. This Supplemental Interlocal Contract No. 1 will provide funding for construction and construction management of the project.

Respectfully submitted,

EDWARD MCGUIRE, P.E.  
Director of Public Works

RTC   Item #20  
December 12, 2019

EAC   Item #18  
November 21, 2019  
Consent
THIS SUPPLEMENTAL INTERLOCAL CONTRACT is made and entered into this 12TH day of December 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.”

W I T N E S S E T H

WHEREAS, the RTC approved an Interlocal Contract dated April 11, 2019, for improvements to the intersection at Starr Avenue and Bermuda Road, 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 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 agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

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

WHEREAS, the CITY requests a revised “Authorization to Proceed” for engineering and construction for the PROJECT; and

WHEREAS, the CITY wishes to increase total PROJECT funding; 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 for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $650,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $150,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $500,000.00
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.

The remainder of the Interlocal Contract dated April 11, 2019, 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: December 12, 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
SUBJECT: AWARD OF BID

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM FUEL REVENUE
INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 171C-FTI2; WATER
STREET NORTH, STURM STREET TO CADENCE VISTA DRIVE TO LAS VEGAS PAVING
CORPORATION FOR $4,000,000.00 (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>Project No.</th>
<th>Engineer's Estimate</th>
<th>RTC Funds</th>
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BACKGROUND:

The Regional Transportation Commission of Southern Nevada approved an Interlocal Contract on September 12, 2019, to provide funding for construction of project 171C-FTI2, for improvements to Water Street North from Sturm Street to Cadence Vista Drive.

Bids were opened for the project on August 7, 2019, seven bids ranging from $4,000,000.00 to $5,902,318.82 were received and opened by the City of Henderson City Clerk. Per Nevada Revised Statute 338.143, staff evaluated the bids and determined the lowest responsive and responsible bidder is Las Vegas Paving Corporation, with a bid amount of $4,000,000.00, which is five percent below the engineer’s estimate.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works

RTC Item #21
December 12, 2019
EAC Item #19
November 21, 2019
Consent
Bid Tabulation
Water Street and Grand Cadence Drive Interim Roadway Improvement
Engineer's Estimate
Item No.
105.01
107.01
107.02
109.01
110.01
200.01
200.02
201.01
202.01
201.02
202.03
202.04
202.05
202.06
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613.08
623.01

Description
Construction Staking
Traffic Control and Maintenance
Public Outreach
Construction Conflicts and Contigencies
Training
Mobilization and Demobilization
Project Sign
Clearing and Grubbing
Remove AC Sidewalk
Remove Type L Curb and Gutter
Remove Traffic Signal System
Remove Pedestrian Flasher System
Remove Landscaping
Remove Concrete
Remove Drop Inlet
Remove Storm Drain
Remove Concrete Drainage Outlet Structure
1" Cold Mill Existing Pavement (A2)
2.5" Cold Mill Existing Pavement
Roadway Excavation
Swale Excavation
3/4" Gravel Mulch and Pre-Emergent Herbicide
Restore Irrigation System(s)
Type II Aggregate Base
Type II Aggregate Base Access Road
12" Scarify and Recompact Subgrade
Type I Class B Aggregate Base
2-Inch Plantmix Bituminous Sidewalk
2.5-Inch Plantmix Bituminous Surface (Overlay)
5-Inch Plantmix Bituminous Surface
6-Inch Plantmix Bituminous Surface
8-Inch Plantmix Bituminous Surface (NDOT)
1-Inch Plantmix Open-Graded Surface (NDOT)
6'x4' Reinforced Concrete Box
6'x6' Reinforced Concrete Box
7'X6' Reinforced Concrete Box
6'x6' to 7'x6' Reinforced Concrete Box Transition
NDOT Type I RCB Headwall
NDOT Type II RCB Headwall
NDOT 30" RCP Headwall
NDOT 48" RCP Headwall
36" Steel Casing
24-Inch Reinforced Concrete Pipe (Class III)
30-Inch Reinforced Concrete Pipe (Class III)
48-Inch Reinforced Concrete Pipe (Class III)
RCB Access Manhole
15' Type DM2 Drop Inlet
NDOT Type 2B Drop Inlet (A1)
Adjust Storm Drain Manhole to Finish Grade
Rip Rap D50=8"
Rip Rap D50=12"
Grouted Rip Rap D50=12"
Reinforced Concrete Apron
NDOT Type 2 Median Island Curb
NDOT Type 5 Curb and Gutter
30" Roll Curb
Concrete Sidewalk
Median Island Sidewalk
Concrete Median Island Surface
5" Concrete Roundabout Apron
Commercial Driveway (A1)
Remove Streetlight

Quantity

Unit

Unit Price

1
1
1
1
2,000
1
6
1
6,394
1,682
1
1
1
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$525.00

Apparent Low Bidder
Las Vegas Paving
Tand, Inc.
Calculated
Calculated
Total
Total
Unit Price
Unit Price
$39,000.00
$39,000.00 $50,000.00
$50,000.00
$50,000.00
$50,000.00 $60,000.00
$60,000.00
$122.00
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$100,978.00
$100,978.00 $100,978.00
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$1.40
$2,800.00
$1.40
$2,800.00
$63,290.00
$63,290.00 $75,000.00
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$650.00
$3,900.00
$500.00
$3,000.00
$38,000.00
$38,000.00 $28,000.00
$28,000.00
$0.40
$2,557.60
$2.00
$12,788.00
$1.70
$2,859.40
$7.00
$11,774.00
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$1,000.00
Page 1 of 2

TAB Contractors
Meadow Valley Contractors
Target Construction
CG&B Enterprises
Aggregate Industries
Calculated
Calculated Unit
Calculated Unit
Calculated Unit
Calculated Unit
Total
Total
Total
Total
Total
Unit Price
Price
Price
Price
Price
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633.03
633.04
633.05
637.01
637.02
680.01
680.02
681.01
681.02
695.01

Remove Streetlight Pull Box
Remove P30 Pull Box
Remove and Recover Fiber Optic Cable
Solar Powered Streetlight
Traffic Signal (Water Street and Boulder Highway)
P30 Pull Box
3-1/2 Pull Box
Type 100 Vault
Type 200 Vault
3-Inch Conduit
4-Inch Conduit
No. 8 Conductor
Remove Sign
Permanent Sign Ground Mounted
Permanent Sign Pole Mounted
Pavement Marking Arrow (Type II PMF)
Pavement Marking Arrow (Polyurea LPM)
Bike Lane Legend (Polyurea LPM)
Roundabout Entry Arrow (Polyurea LPM)
Median Nose Markings
Pavement Marking Crosswalk and Stop Bar (Type II PMF)
Pavement Marking Crosswalk and Stop Bar (Polyurea LPM)
Pavement Marking Chevron (Polyurea LPM)
6" Solid White Line (Polyurea LPM)
6" Solid Yellow Line (Polyurea LPM)
8" Solid White Line (Polyurea LPM)
8" Solid Yellow Line (Polyurea LPM)
Storage Lane Line
12" Dotted White Line (Polyurea LPM)
6"x2' Skip Line (Polyurea LPM)
Bike Lane Buffer 12" Chevron Markings (Polyurea LPM)
Lane Transition
Adjust Water Valve Cover to Finish Grade
Adjust Sanitary Sewer Manhole to Finish Grade
Remove and Replace 12" VCP with 12" C-900 PVC Sewer
Type 1 Lane Line (RPM)(Yellow)
Type 2 Lane Line (RPM)(Yellow)
Type 4 Lane Line (RPM)(Yellow)
Cat Tracks (RPM)
Broken White Line (RPM)
Dust Control
Storm Water Pollution Prevention Plan
72 Strand Fiber Optic
6-Pair PE39 No. 22 AWG Cable
CDCA and Permanent Fiber Splicing
Underground Splice Enclosure
Bypass Pumping

1
2
600
10
1
3
2
1
2
600
1,600
600
15
57
1
19
19
16
2
626
1,766
160
234
21,241
465
1,109
250
834
46
270
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REGионаl TRANSPORTATION COMMISSION
of
SOUtHERN NEVADA

AGENDA ITEM

SUBJECT: AWARD OF BID

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM MOTOR VEHICLE
FUEL TAX FUNDS FOR CITY OF HENDERSON PROJECT 175Q3-MVFT; NEIGHBORHOOD
REHABILITATION: 2019 CITY OF HENDERSON MAINTENANCE TO AMERICAN
PAVEMENT PRESERVATION FOR $4,257,759.84 (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:

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

The Regional Transportation Commission of Southern Nevada approved an Interlocal Contract on March 14, 2019, to provide funding for construction of project 175Q3-MVFT, for Neighborhood Rehabilitation: 2019 City of Henderson Maintenance.

Bids were opened for the project on April 30, 2019. Two bids were received, ranging from $4,257,759.84 to $7,036,000.00. Per Nevada Revised Statute 338.143, staff evaluated the bids and determined the lowest responsive and responsible bidder to be American Pavement Preservation, with a bid amount of $4,257,759.84, which is one percent above the engineer’s estimate.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works
## Bid Tabulation

### 2019 Pavement Maintenance Program

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<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
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<th>American Pavmt Pres Calculated Unit Price</th>
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**Total** = $4,224,997.00  
**As Bid** = $4,257,759.84  
**American Pavmt Pres As Bid** = $7,036,000.00

**American Pavmt Pres Apparent Low Bidder**
AGENDA ITEM

SUBJECT: AWARD OF BID

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM MOTOR VEHICLE
FUEL TAX FUNDS FOR CITY OF HENDERSON PROJECT 178S-MVFT; PEDESTRIAN
SAFETY UPGRADES PROGRAM FISCAL YEAR 2020 TO MULLER CONSTRUCTION FOR
$476,295.25 (FOR POSSIBLE ACTION)

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

FISCAL IMPACT:

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<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 funding for construction of project 178S-MVFT, for the Pedestrian
Safety Upgrades Program Fiscal Year 2020, which included Rectangular Rapid Flashing Beacons
Phase 3.

Bids for the project were opened on September 17, 2019. Three bids were received ranging from
$476,295.25 to $695,000.00. Per Nevada Revised Statute 338.1385, staff evaluated the bids and
determined the lowest responsive and responsible bidder is Muller Construction, with a bid amount of
$476,295.25, which is two percent below the engineer’s estimate.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works
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<th>Item No.</th>
<th>Description</th>
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<th>Unit</th>
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**Total** = $486,014.00

**As Bid** = $476,295.25

**Muller Construction**

**Apparent Low Bidder**

**Total** = $620,551.50

**Eagle View Contractors**

**Total** = $695,000.00

**Muller Construction**

**Apparent Low Bidder**

**Total** = $695,000.00
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: FINAL REPORT: 135U-FTI

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 135U-FTI; CITY OF
LAS VEGAS ARTERIAL RECONSTRUCTION PROGRAM PACKAGE 2 (FOR POSSIBLE
ACTION)

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

FISCAL IMPACT:

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BACKGROUND:

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 City of Las Vegas available resources.

Respectfully submitted,

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

## City of Las Vegas Arterial Reconstruction Program - Package 2

**City of Las Vegas**

**758**

**135U-FTI**

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**LAS VEGAS, CITY OF**
# Final Report

## City of Las Vegas Arterial Reconstruction Program - Package 2

**City of Las Vegas**

**758**

### 135U-FTI

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# Final Report

City of Las Vegas Arterial Reconstruction Program - Package 2

City of Las Vegas

758

135U-FTI

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**TRITON TRAFFIC TECHNOLOGIES**

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**Approval:**

[Signature]

---

Wednesday, October 30, 2019
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: FINAL REPORT: 169D-FTI, 169D-MVFT, AND 169D-Q10

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECTS 169D-FTI, 169D-
MVFT, AND 169D-Q10; MAIN STREET/COMMERCE STREET DOWNTOWN COUPLET, I-515
TO LAS VEGAS BOULEVARD (FOR POSSIBLE ACTION)

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

FISCAL IMPACT:

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BACKGROUND:

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 City of Las Vegas available resources.
# Final Report

## Main St./Commerce St. One-Way Couplet

City of Las Vegas

**R/W-Other**

### 169D-FTI

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# Final Report

**Main St./Commerce St. One-Way Couplet**  
City of Las Vegas  
760

**169D-FTI**

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# Final Report

## Main St./Commerce St. One-Way Couplet

City of Las Vegas

760

169D-FTI

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**TRITON TRAFFIC TECHNOLOGIES**

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# Final Report

## Main St./Commerce St. One-Way Couplet

City of Las Vegas  
760  
169D-FTI

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**Approval:**

[Signature]

[Signature]
## Final Report

**Main St./Commerce St. One-Way Couplet**

City of Las Vegas

689

169D

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**Final Report**

Main St./Commerce St. One-Way Couplet
City of Las Vegas

689

169D

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Wednesday, October 30, 2019
# Final Report

## Main St./Commerce St. One-Way Couplet

City of Las Vegas  
689  
169D

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**Approval:**

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Wednesday, October 30, 2019
# Final Report - Q10 Funding

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Final Report - Q10 Funding

Main St./Commerce St. One-Way Couplet
City of Las Vegas
879
169D

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Approval:

[Signature]

Wednesday, October 30, 2019
AGENDA ITEM

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

SUBJECT:  FINAL REPORT: 181A-FTI

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 181A-FTI; COOLIDGE AVENUE, MAIN STREET TO 4TH STREET (FOR POSSIBLE ACTION)

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

FISCAL IMPACT:

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BACKGROUND:

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 City of Las Vegas available resources.

Respectfully submitted,

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

tde
## Final Report

Coolidge Ave: Main St/4th St  
City of Las Vegas  
787

**181A-FTI**

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# Final Report

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City of Las Vegas  
787  
181A-FTI

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## Final Report

**Coolidge Ave: Main St/4th St**

City of Las Vegas

787

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# Final Report

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**Approval:**

[Signature]

**DocuSign Envelope ID:** B5644A45-F8D0-46A4-B8FF-CA0465E05044
REREGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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<td><strong>PETITIONER:</strong> M.J. MAYNARD, CHIEF EXECUTIVE OFFICER 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 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>
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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 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.rtcsnv.com/planning-engineering/transportation-planning/

Respectfully submitted,

CRAIG RABORN
Director of Metropolitan Planning Organization

RTC Item #27
December 12, 2019
Consent
# REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

## AGENDA ITEM

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**SUBJECT:** FY 2020-2021 UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE  
**PETITIONER:** M.J. MAYNARD, CHIEF EXECUTIVE OFFICER  
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA  

**RECOMMENDATION BY PETITIONER:**  
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE FISCAL YEARS 2020-2021 UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE (FOR POSSIBLE ACTION)  

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

### FISCAL IMPACT:
Increases funding by $84,701.00 for studies identified in the Fiscal Years (FY) 2020 and 2021 Unified Planning Work Program (UPWP).

### BACKGROUND:
The UPWP is prepared by the Regional Transportation Commission of Southern Nevada (RTC) Metropolitan Planning Organization and identifies upcoming work tasks in five different categories – Planning Administration, Coordination, Outreach; Data Collection; Long-Range Transportation Planning; Multimodal Transportation Studies; and Intelligent Transportation Studies. The current FY 2020-2021 UPWP was approved by the RTC Board of Commissioners on May 23, 2019, and the Federal Highway Administration on June 3, 2019.

The UPWP is typically amended to reflect project funding changes and emerging planning needs. This amendment includes funding adjustments for 11 studies. Also, the amendment incorporates the elimination of two different subtasks, Freight Modeling and the Visitor Population Synthesizer, and their funding, and the project elements have been combined into a new subtask – the Visitor and Freight Model Components Update. The agenda backup is comprised of the FY 2020-2021 UPWP – Amendment One.

Staff recommends approval.

Respectfully submitted,

CRAIG RABORN  
Director of Metropolitan Planning Organization

RTC Item #28  
December 12, 2019  
Consent
The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

Approved by the Regional Transportation Commission of Southern Nevada on TBD, 2019

Approved by Federal Highway Administration & Federal Transit Administration on TBD, 2019.
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December XX, 2019

Kristina Swallow, P.E.
Director
Nevada Department of Transportation
1263 S. Stewart Street
Carson City, NV  89712

Attention: Kevin Verre

Dear Kevin,

UNIFIED PLANNING WORK PROGRAM FOR FISCAL YEARS 2020-2021 AMENDMENT ONE

The amended Unified Planning Work Program (UPWP) for Fiscal Years 2020-2021 was approved by the Regional Transportation Commission of Southern Nevada on December 12, 2019.

An electronic copy of the amended UPWP for Fiscal Years 2020-2021 is included in this transmittal for your review and approval.

Once notification of State and Federal approval is received, the amended UPWP document will be distributed to all interested parties.

Please feel free to contact me at (702) 676-1715 if you have any questions or comments. Thank you for your consideration.

Sincerely,

CRAIG RABORN
DIRECTOR, METROPOLITAN PLANNING ORGANIZATION

Attachment
Place Approval Letter from

US Department of Transportation, Federal Highway Administration, Nevada Division

Re: Approval of the Regional Transportation Commission of Southern Nevada FY 2020-2021 Unified Planning Work Program – Amendment One Approval

Signed by FHWA

Planning and Research Program Manager
## Fiscal Years 2020 and 2021 Unified Planning Work Program – Amendment One

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The Fiscal Years 2020-2021 Unified Planning Work Program (UPWP) is developed bi-annually by the Metropolitan Planning Organization (MPO) component of the Regional Transportation Commission of Southern Nevada (RTC). It documents metropolitan transportation planning activities performed with federal, state and local transportation funds in the Southern Nevada region. It details planning activities scheduled to occur during the two-year period (the RTC and state fiscal year or as abbreviated herein, “SFY”) beginning July 1, 2019 and ending June 30, 2021 within the region.

The UPWP plays a central role in the RTC’s federally-mandated responsibilities as the state designated MPO to ensure a comprehensive, coordinated, and continuing transportation planning process for the Las Vegas urbanized area. To this end, the UPWP has been assembled in consultation with the local, state, and federal agencies involved in supporting the area’s multi-modal transportation system. A request for proposals submission period was conducted with invitations for project proposals being sent to all member jurisdictions, area non-profit organizations and other organized communities in the Southern Nevada region.

The studies, plans and/or data collection activities that have been incorporated into the work program foster comprehensive planning and lend support in evaluating local alternatives for improving mobility and access. This document includes information related to project description; functional (agency) responsibilities; project budget; project time line; and the corresponding products expected with completion for each of the planning activities identified in the SFY 2020-2021 UPWP.

The UPWP for Fiscal Years 2020-2021 was prepared in April, 2019; adopted by the Board of the Regional Transportation Commission of Southern Nevada in May, 2019; and approved by the Federal Highway Administration and Federal Transit Administration in June, 2019.

The UPWP Amendment document is prepared and approved several months after the start of the new fiscal year. The purpose of the amendment document is to account for unforeseen changes in project costs (e.g. solicitations that come in over or under budget) or allocation of staff time.
1: Introduction

The Unified Planning Work Program (UPWP) identifies transportation planning activities to be undertaken in the Southern Nevada region using funding allocated by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).

The Regional Transportation Commission of Southern Nevada (RTC) is the agency designated by the state of Nevada to act as the Metropolitan Planning Organization (MPO) for Clark County. As the MPO, the RTC coordinates transportation planning activities with member agencies within the metropolitan planning area. The planning process brings together the RTC, local government agencies, transit operators, local public service organizations, and the Nevada Department of Transportation (NDOT) to discuss regional priorities and to select and program planning activities for inclusion in the UPWP.

The RTC receives annual federal allocations from the FHWA and the FTA for metropolitan planning activities identified in the UPWP. The UPWP also includes planning tasks that are state or locally funded. The planning tasks included in the SFY 2020 UPWP are organized into two main categories of activities:

1. Core Planning Activities: these activities address the core MPO requirements for meeting federal certification of the metropolitan planning process, including research and data gathering.
2. Planning Studies: these activities evaluate regional planning priorities by using the planning study approach that produces solutions and alternatives which may later become the basis for projects funded for implementation in the Regional Transportation Plan (RTP) and Transportation Improvement Plan (TIP).

The 2020-2021 UPWP covers the two-year period from July 1, 2019 through June 30, 2021.

Regional Planning Prospectus

The Federal Highway Administration (FHWA) requires that a metropolitan planning agreement be developed between the various parties involved in the regional transportation planning process.

This agreement must clearly define the roles and responsibilities of each party in cooperatively carrying out the transportation planning process and must include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the Regional Transportation Plan (RTP), the Transportation Improvement Program (TIP), and development of the annual listing of obligated projects.

In response to this federal requirement, the RTC has coordinated with the Nevada Department of Transportation (NDOT) and the local jurisdictions to develop the ‘Southern Nevada Regional Planning Prospectus’. This document, which is included as an Appendix to this SFY 2020-2021 UPWP, outlines the specific roles and responsibilities of the RTC, NDOT, and the local agencies in carrying out the federal transportation planning process in the Southern Nevada region.

The Metropolitan Planning Area

The Las Vegas Metropolitan Planning Area is often referred to as ‘Southern Nevada’ to distinguish the activities of regional agencies from the jurisdictional functions of the Clark County government.

The 2021 population estimates cited below are from the “Nevada County Population Projections – 2017 to 2037”, which are prepared by the Nevada State Demographer1.
The state demographer projected a 2021 population of 2,369,947 for Clark County, Nevada, which comprises more than 73 percent of the state’s population. Most of the people of Southern Nevada reside in the Las Vegas Valley, which is the name given locally to the urbanized area that includes the following cities:

• The City of Las Vegas (pop 644,113)
• City of Henderson (pop 310,244)
• The City of North Las Vegas (pop 248,701)

Additionally, the Las Vegas Valley also includes the unincorporated areas of Clark County that are within the urban Land Disposal Boundary designated by the Bureau of Land Management (BLM) under the Southern Nevada Public Lands Management Act of 2002.

The total population of the unincorporated areas within the Las Vegas urbanized area is approximately 951,066. Communities outside the Las Vegas Valley urban area include the cities of Boulder City (population 15,887), which adjoins the Las Vegas Valley to the southeast; and the City of Mesquite (population 22,557), located in the northeastern corner of Clark County.

The unincorporated community of Laughlin, in the southern part of the County, is home to a population of 10,017. A similar number of people live in the various communities of the Moapa Valley, which lies halfway between Las Vegas and Mesquite. The remainder of Clark County is sparsely populated desert environment, much of which is protected from development under various federal, state, and local statutes and policies.
In late 2011, the U.S. Department of Housing and Urban Development (HUD) awarded a $3.5 million grant to the Southern Nevada Regional Planning Coalition to develop a comprehensive region-wide sustainable communities plan. Approved in early 2015, this plan provides an integrated and coherent framework to guide community development in Southern Nevada over the next 20 years.

Recommendations developed through this planning effort include strategies for improving access to transit; making neighborhoods more pedestrian and bicycle friendly; re-orientation of land use and development patterns to reduce VMT and lessen dependency on single occupancy vehicles; and strategies to nurture neighborhood cohesion and public engagement.

The effort will also include application of the concepts developed by Southern Nevada Strong to four opportunity sites: Maryland Parkway; Boulder Highway; Downtown North Las Vegas; and the Las Vegas Medical District. The overall goal of the plan will be to ensure the continued prosperity of the Southern Nevada economy while respecting and preserving its unique desert environment and improving the quality of life of its residents and the long-term integrity of its communities.

Development of the Southern Nevada Strong Regional Plan was led by the City of Henderson and the implementation phase is being led by the RTC. Projects which implement one of the strategies identified in the Southern Nevada Strong Regional Plan are identified in the UPWP with the following SNS logo.

### Air Quality

Air quality is monitored by the Clark County Department of Air Quality and Environmental Management (DAQEM). The RTC does conduct studies that ultimately have a positive impact on air quality in the region through providing reduced congestion, and multi-modal options for users of the transportation system. In the FY19 UPWP these projects include:

- 202-3710 Bicycle and Pedestrian Planning
- 202-9035 On Board Mobility Plan
- 301-9120 Complete Streets Implementation Study

Further detail on the scopes of work for these studies are provided in the task sheets section later in this document.
RTC Board of Commissioners
The RTC governing Board of Commissioners is composed of elected officials appointed from each of the local jurisdictions in Clark County. The Director of the Nevada Department of Transportation serves as an ex-officio member of the RTC Board for participation in matters pertaining to the metropolitan planning organization.

The current composition of the RTC Board of Commissioners is:

- Larry Brown (Chair) - Clark County
- Debra March (Vice Chair) – City of Henderson
- Carolyn Goodman – City of Las Vegas
- James Gibson – Clark County
- Isaac Barron – City of North Las Vegas
- George Gault – City of Mesquite Councilman
- Stavros Anthony – City of Las Vegas
- Kiernan McManus – City of Boulder City
- Kristina Swallow – Director of the Nevada Department of Transportation (NDOT) – ex-officio
The Fixing America’s Surface Transportation Act, or “FAST Act,” was signed into law on December 4th, 2015, making it the first long-term surface transportation funding program to be enacted in more than 10 years. The Bill will enable states and local governments to move forward with their critical transportation projects with the added confidence and reliability of a federally funded source. Although the act largely maintains previous program structures and funding shares between highways and transit, there were several significant changes made as part of the new FAST Act, including streamlining the approval processes for new transportation projects, providing new safety tools, and establishing new programs to advance critical freight projects.

**SOURCE:**
https://www.transportation.gov/fastact

Below are several summary points regarding key provisions within the FAST Act.

**Project Delivery**
The FAST Act adopted a number of administration proposals to further speed the permitting processes, (i.e., reducing the bureaucratic red tape) while still protecting environmental and historic treasures, including codifying the online system to track projects and interagency coordination processes.

**Freight**
The FAST Act establishes both formula and discretionary grant programs to fund critical transportation projects that would benefit freight movements, providing for the first time in USDOT history a dedicated source of federal funding for federal projects, including multimodal projects.

**Transit**
The bus discretionary grant program is reinstated, along with the strengthening of the “Buy America” requirements that promote domestic manufacturing and purchasing. Other provisionary sections include Transportation Infrastructure Finance and Innovation Act (TIFIA), Safety, Innovative Financing and “Ladders of Opportunity.”

**Community Connections**
A connected community is one that is safe, accessible, affordable, convenient, and that features reliable multimodal mobility options. It is accessible to all transportation users and connected to other communities through sustainable and resilient transportation networks and systems in a state of good repair. Connected communities come in all varieties of sizes, contexts, and locations (i.e. large urban, small urban, suburban, and rural).

From a programmatic perspective, Community Connections is about using transportation innovations, partnerships, and technologies to bring communities together and to connect people to services and opportunities. In the transportation project context, a Community Connection is an individual facility, asset, or service that connects people to services and opportunities.
In combining the program and project-level approaches, Community Connections projects are those that:

- Engage communities more effectively.
- Improve multimodal access.
- Revitalize communities or enhance economic competitiveness.
- Deliver successful outcomes.

Several ongoing studies identified in this document also pertain to providing transportation choices to Southern Nevada residents. These studies address ladders of opportunity by identifying improved connections between homes, work, school, and other important destinations. In particular the following studies address transportation choice:

- 101-3500-20 Environmental Justice/Title VI/Ladders of Opportunity;
- 202-3710-20 Bicycle and pedestrian planning;
- 202-9035-20 On Board Mobility Plan;
- 301-9120-20 Complete Streets Implementation Study.
- 301-9225-20 Bruce Street Green and Complete Street
- 301-9230-20 City of North Las Vegas Citywide Pedestrian and Bicycle Plan
- 301-9235-20 Pedestrian Comfort Study and Demonstration Projects

THE TEN FEDERAL PLANNING FACTORS:

(1) Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
(2) Increase the safety of the transportation system for motorized and non-motorized users;
(3) Increase the security of the transportation system for motorized and non-motorized users;
(4) Increase accessibility and mobility of people and freight;
(5) Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
(6) Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
(7) Promote efficient system management and operation;
(8) Emphasize the preservation of the existing transportation system;
(9) Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
(10) Enhance travel and tourism.

Consideration of the planning factors shall be reflected, as appropriate, in the metropolitan transportation planning process. The degree of consideration and analysis of the factors should be based on the scale and complexity of many issues, including transportation system development, land use, employment, economic development, human and natural environment and housing and community development.
3: Fiscal Year 2019 UPWP
Major Accomplishments

The planning department helped complete the Resort Corridor Feasibility study, a detailed analysis of transit options to better connect McCarran International Airport, the Strip and downtown Las Vegas. The findings of this will be incorporated into OnBoard, the community’s future mobility plan.

OnBoard is an effort with our local agency partners which involved planning exercises and gathered public feedback via community conversations and presentations, including a vision and values survey that collected 22,000 responses and touched more than 80,000 people.

The planning department engaged with agency partners to reimagine Boulder Highway to analyze and propose potential improvements to a corridor that experiences 10 percent of pedestrian fatalities in the entire state of Nevada. Feedback from the public was gathered through listening tours and surveys with the study to be finalized in mid-2019.

RTC convened a regional smart communities group with local municipalities, public agencies and private companies to implement a cohesive vision to build a smart community in Southern Nevada. We gathered more than 200 community and business stakeholders at a transit oriented development symposium featuring former U.S. Secretary of Transportation Anthony Foxx.

We led a local contingent of elected officials and community and business leaders on a field trip to Salt Lake City, Utah to tour its light rail system and learn how transit-oriented development helped its economic and regional development.

Northeast Valley Transportation Network Study

The Northeast region of the Las Vegas Valley is comprised of large warehouse and industrial park facilities and is projected to have a significant number of additional warehouse and industrial park facilities in the near future. In addition to the warehouse and industrial park facilities, Nellis Air Force Base (AFB) is projected to have a large growth in the number of employees traveling to and from the AFB on a daily basis.

Therefore, the Northeast Valley Transportation Network Study was developed by the Regional Transportation Commission (RTC) of Southern Nevada to evaluate the current conditions of the transportation network and model what the network will look like when the planned developments are completed. The purpose of the study was to prepare for the large growth anticipated in the northeast portion of the Las Vegas Valley by recommending steps to mitigate traffic congestion, as well as look at alternative modes of transportation to help move people.

The future traffic projections for the study area were continually analyzed and discussed with the Technical Advisory Committee (TAC) to determine the future traffic needs. Additionally, developers and the RTC’s Regional Transportation Model were utilized to analyze the study area and high growth potential areas including Nellis AFB (tremendous growth potential), Speedway Industrial (distribution potential), and Apex Industrial (light manufacturing potential).

The projected volumes were analyzed to determine the existing and future needs through improvements in the intersection configurations, improvements in the arterials within the study area, and the optimization of signals (or need for signals) at the 23 analyzed intersections.
Boulder Highway Multimodal Transportation Investment Study –

The Regional Transportation Commission of Southern Nevada (RTC) has been working with residents, business owners and community leaders to reimagine the transportation possibilities the 15 mile segment of Boulder Highway between Wagonwheel Drive and Charleston Boulevard.

When originally constructed in 1931, the area around Boulder Highway was largely rural. However, today, within a half-mile of Boulder Highway, there are: 18,918 Houses, Apartments & Condos, 977 Commercial Lots, 10,000 Daily Transit Riders, 36,000 Average Daily Vehicles.

The increase in growth has resulted in an increase in vehicular, bicycle and pedestrian traffic and one-tenth of all pedestrian deaths in the state of Nevada have occurred on Boulder Highway.

The study focused on overall right-of-way management and allocation based on the needs of all users. Special consideration has been given to technology solutions specifically suited to the corridor. The study has identified overall transportation system and safety improvements including but not limited to: Intelligent Transportation Systems (ITS) applications; access management; transit improvements; pedestrian and bicycle facility improvements; the number of potential travel lanes; intersection modifications and potential for signal timing coordination; along with cost estimates.

The study also has evaluated the impact on traffic operations along Boulder Highway resulting from possible major developments on adjoining land.

Pedestrian Comfort Study –

The Pedestrian Comfort Study and Demonstration Project is identifying innovative strategies to address the challenges of the pedestrian environment in the Las Vegas Valley. The study is assessing public perceptions of pedestrian safety and comfort through a bilingual survey and focus groups as well as reviewing previous studies.

Case studies have been documented to show successful, innovative approaches to improving the pedestrian experience. The consultant will design, implement, and evaluate temporary, low-cost demonstration projects to understand their potential success.

A toolbox of treatments to increase comfort and safety has been identified as well as strategies to encourage people to walk. The study is progressing towards the creation of a final report documenting innovative strategies, field tested demonstration projects at six sites throughout the Las Vegas Valley, case studies, and design concepts all tailored to the local environment and supported by local jurisdictions and implementing agencies.

RTCSNV Regional Transportation Plan Amendment, January, 2019.

This amendment added projects requested by the Nevada Department of Transportation listed below. The RTC has determined that the addition of these projects to the RTP do not adversely impact air quality.

• New project: US-95 Ramps (northwest)
• New project: I-515 Auxiliary Lanes and SR-159 Charleston Boulevard Improvements
• New project: I-515/ US-95 Reduce and Restripe Lanes
• New project: I-15 Tropicana Interchange
• New project: I-11/I-215/I-515/SR-564 Henderson Bowl
• Remove project: I-15 Hacienda HOV Ramp
The amendment also extended funding for the Clark County School District’s Safe Routes to School (SRTS) program through fiscal year 2020.

4: Fiscal Years 2020-2021 UPWP Development Approach

The UPWP is developed in consultation with state and local entities according to federal guidelines. The UPWP budget for SFY 2020-2021 includes RTC Staff Costs associated with the development and implementation of core regional planning activities and project management of professional services contracts for planning studies.

The FAST Act encourages metropolitan areas to improve regional mobility through the provision of safe, efficient, and convenient transportation systems. The preceding federal legislation (MAP-21) also requires the development of performance measures to allow quantitative evaluation of regional transportation investments, along with criteria established by FHWA and FTA.

Specifically, these criteria preclude the use of federal planning funds for system operation plans, project development engineering, or design studies for activities required under the National Environmental Policy Act (NEPA). In general, the expectation for the projects and studies included in the UPWP is to enhance the transportation environment of the Southern Nevada region and expand multimodal options.

This program extends well beyond enhancements to the regional roadway network. Pedestrian, bicycle, transportation safety, and transit facilities are also considered. Overall, the objective of the UPWP is to facilitate development of a multimodal transportation system that serves both the Las Vegas urbanized area and the surrounding rural areas of Clark County.

There is an emphasis in the UPWP on conducting studies that will serve to improve both the mobility of the Southern Nevada residential commuting population and ensuring the efficient flow of freight and commercial goods that serve our regional economy. This program of projects will also provide mobility and accessibility benefits to tourists traveling into and around the Southern Nevada region.

A key objective of this UPWP will be the development and adoption of a new Regional Transportation Plan, which must be adopted by February 2021. This upcoming RTP will guide the development of Southern Nevada’s transportation system through the year 2050. The RTP will include recommendations from the On Board Mobility Plan, which is also identified in this UPWP and will develop new and innovative mobility strategies for implementation in Southern Nevada. A mobility and accessibility strategy already identified and programmed for continued funding in this UPWP is transit oriented development and the related ongoing Livable Centers Study Program.
5: Planning Funds and SFY 2020-2021
UPWP Budget

There are two primary sources of federal funding available to support the MPO transportation planning functions. The Federal Highway Administration (FHWA) administers funds under the Metropolitan Planning Area Program (‘PL’), while the Federal Transit Administration (FTA) administers funds under the ‘Section 5303’ Program. Funds appropriated by Congress under these programs are apportioned among the states for distribution to the MPO areas within the state.

Consolidated Planning Grant

In 2013, the RTC of Southern Nevada entered into a memorandum of understanding (MOU) to participate in the U.S. Department of Transportation Consolidated Planning Grant program (CPG). Under the CPG Agreement, FHWA PL and FTA 5303 funds are consolidated into a single source to fund the activities authorized under the UPWP. NDOT and the four MPOs in the state have also agreed to a formula under which the CPG funds are distributed between the MPO areas.

SFY 2020-2021 funding

The funding expected to be available for the SFY 2020-2021 UPWP is based on three elements:

First, the amount expected to be expended through the end of June, 2019 and hence the balance of the funds that will be carried forward to FY 2020.

Second, the CPG funding for FFY 2020 reflects the anticipated apportionment from the FAST Act as agreed to by NDOT and the State’s four MPOs.

Third, RTC is required to contribute at least 5% of the costs of the UPWP program from local, nonfederal sources. The result is set out in the following table:

Table 5-1: FY 2020 Projections

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>UPWP Funds Available for Federal FY 2019</td>
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<tr>
<td>Expenditure thru December 31, 2018</td>
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<td>Anticipated Expenditure Thru June 30, 2019</td>
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<td>Balance Projected, June 30, 2019</td>
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<tr>
<td>Expected UPWP Funds Available for Federal FY 2020</td>
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<td>Total UPWP Funds Available</td>
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Table 5-2: FY 2021 Projections

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<tr>
<td>Projected Expenditure thru December 31, 2019</td>
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<tr>
<td>Anticipated Expenditure Thru June 30, 2020</td>
<td>To Be Determined</td>
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<tr>
<td>Balance Projected, June 30, 2019</td>
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<td>Total UPWP Funds Available</td>
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**Funding Availability**
The period covered by the SFY 2020-2021 UPWP corresponds with the RTC and State Fiscal Year (SFY) spanning two fiscal state fiscal years starting July 1, 2019 and ending June 30, 2021. Federal CPG funds are apportioned and distributed for the Federal Fiscal Year (Federal FY) that starts October 1 each year.

Therefore the only funds available to be expended during the period thru the end of September are those carried forward from the previous fiscal year. Likewise, the UPWP always needs to show sufficient balance at the end of the UPWP period to cover expenditures until the start of the next federal Fiscal Year the following October.
Fiscal Years 2020 and 2021 UPWP Task budgets

Initiated with the SFY 2015 UPWP, the RTC streamlined the budget process in groups of activities to be performed under the UPWP into five main tasks:

1. Planning Administration, Coordination and Outreach (Task 101)
2. Data Collection and Analysis (Task 201)
3. Long Range Transportation Planning (Task 202)
4. Multi-Modal Transportation Planning (Task 301)
5. Intelligent Transportation Systems Planning (Task 302)

Proposed activities under the SFY 2020-2021 UPWP are grouped under one of these five tasks. Individual activities are described as Sub-Tasks with each task. State and Federal agencies will track Consolidated Planning Grant expenditures with reference to the budgets for these five tasks. This will simplify accounting procedures and also reduce the need for frequent amendments to respond to minor changes in the budget for individual line items.

Detailed information on the objective, scope and timeline of the various UPWP activities within each task is presented by Sub-Task in Chapter 6, as in previous UPWP documents. Budgetary information by Sub-Task is presented for information and to assist RTC with monitoring progress.

In Amendment One of the Fiscal Year 2020-2021 Unified Planning Work Program, there were funding adjustments involving eleven different existing or new studies. These adjustments are not due to errors having been made in the original document, but rather reflect changes due to rescheduling of projects or the reallocating of funds designated for projects anticipated to be carry over between fiscal years that finished at the end of the prior fiscal year.

A summary of the eleven study funding changes are as follows:

1. **UPWP 201-4000-20 – Transportation Networking Company Data Analysis Methodology**
   This is being moved back one year from FY 2020 to FY 2021. There isn’t any change in the $230,000 total project cost.

2. **UPWP 201-4005-20 – Freight Modeling**
   The standalone Freight Modeling study is being cancelled in Amendment One and its UPWP funding allocation of $230,000 is being reallocated to the new study called Visitor & Freight Model Components Update.

3. **UPWP 201-4010-20 – Visitor Population Synthesizer**
   The standalone Visitor Population Synthesizer study is being cancelled in Amendment One and its funding of $110,000 is being reallocated to the new study called Visitor & Freight Model Components Update.
4. **UPWP 201-4020-20 – Visitor & Freight Model Components Update**  
   This new study would combine the elements and funding of both the Visitor Population Synthesizer study and the Freight Modeling study into one project. The new study is described in detail on page 55 of this document.

5. **UPWP 201-9230-20 – Southern Nevada Freight Plan Update**  
   This start of this study is being moved forward from FY 2021 to FY 2020. The funding remains unchanged at a total of $220,000.

6. **UPWP 202-9040-20 – Coordinated Human Services Transportation Plan Development**  
   This study would have its UPWP allocation reduced from $210,000 to $104,923. The professional service contract was set at $89,923. The RTC estimates staff costs will need to be increased from $10,000 to $15,000 to cover increased work time on the project. This will be a reduction of $105,077 in funding.

7. **UPWP 301-9225-20 – Bruce Street Green and Complete Street**  
   This is to adjust for the actual professional services carryover amount from FY 2019 to FY 2020. It was estimated as being $15,000 in the original FY 2020-FY 2021 UPWP document. The actual carryover was $53,156, an increase of $38,156. The staff time remains unchanged at $1,000.

8. **UPWP 301-9230-20 – Citywide Pedestrian and Bicycle Plan**  
   This is to adjust for the actual professional services carryover amount from FY 2019 to FY 2020. The carryover was estimated as being $20,000 in the original FY 2020-FY 2021 UPWP document. The actual carryover was $3,007, a decrease of $16,993. The staff time remains unchanged at $1,000.

9. **UPWP 301-9235-20 – Pedestrian Comfort Study and Demonstration Project**  
   The study was completed by the end of FY 2019, negating the need for it to be included in the FY 2020-2021 UPWP Amendment One. Some staff time in the amount of $1,481 was accrued in the first quarter of FY 2020 for project close out. This staff time is deducted from the original allocation amount of $17,500 – leaving $16,081 remaining.

10. **UPWP 301-9240-20 – River Mountain Loop Trail Access Improvements**  
    The study was completed by the end of FY 2019, negating the need for it to be included in the FY 2020-2021 UPWP Amendment One. Some staff time in the amount of $1,572 was accrued in the first quarter of FY 2020 for project close out. This staff time is deducted from the original allocation amount of $17,500 – leaving $15,928 remaining.

11. **UPWP 301-9275-20 – Stadium District Transportation Plan**  
    This is to adjust for the actual professional services contract carryover from FY 2019 to FY 2020. The amount estimated in the original UPWP 2020-2021 document was $155,000. The actual carryover was $148,615. This is a reduction of $6,385.
### Table 5-2
[Funding via Consolidated Planning Grant (PL) and Local Match – Fiscal Years 2020 and 2021 UPWP](#)

<table>
<thead>
<tr>
<th>UPWP Task</th>
<th>UPWP Task Funding in FY 2019</th>
<th>UPWP Task Funding in FY 2020 UPWP</th>
<th>UPWP Task Funding in FY 2020 UPWP Amendment One</th>
<th>UPWP Task Funding in FY 2021 Amendment One</th>
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26

FISCAL YEARS 2020-2021 UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE
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<th>Task</th>
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<th>SFY 2019 Professional Services Contracts (carryover)</th>
<th>SFY 2020 Professional Services Contracts</th>
<th>SFY 2020 RTC Staff Costs</th>
<th>SFY 2020 Total Professional Services and RTC Staff Costs</th>
<th>SFY 2020 Consolidated Planning Grant (95%)</th>
<th>SFY 2020 Local Match (5%)</th>
<th>SFY 2020 Anticipated External Funding Grants</th>
<th>SFY 2021 Professional Services Contracts</th>
<th>SFY 2021 RTC Staff Costs</th>
<th>SFY 2021 Total Professional Services and RTC Staff Costs</th>
<th>SFY 2021 Consolidated Planning Grant (95%)</th>
<th>SFY 2021 Local Match (5%)</th>
<th>SFY 2021 Anticipated External Funding Grants</th>
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FISCAL YEARS 2020-2021 UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE
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<th>SFY 2020 Consolidated Planning Grant (95%)</th>
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** - Boulder Highway Multimodal Study will be funded for $10,000 from SFY 2020 PL Money and matching amount for $10,000 from State Planning and Research (SPR) funds.

**+ - Maryland Parkway Corridor TOD Study will receive FTA Planning Grant for $300,000 total in lieu of CPG funding.

The local match for this study that is required is $100,000; $50,000 to be paid by City Of Las Vegas and $50,000 from RTC of Southern Nevada.
<table>
<thead>
<tr>
<th>Task 302</th>
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Task 101 – Planning Administration, Coordination and Outreach

This task covers the core planning activities of the Metropolitan Planning Organization. These include: The annual development and maintenance of the Unified Planning Work Program (UPWP); The maintenance of the Transportation Improvement Program (TIP) The maintenance of the Regional Transportation Plan (RTP) Also included are the MPO’s responsibilities for Environmental Justice and for compliance with Title VI of the Civil Rights Act.

Task 101 includes the RTC Staff Costs associated with these core programs, coordination with local, state and federal partners, coordination with other stakeholders and general outreach. Any consultant support related to these core activities is covered under other tasks, so the only costs identified are those associated with RTC staff time and related in-house expenditures.

Specific Sub-Tasks are:

101-1500, General Outreach
101-2300, Stakeholder Coordination
101-2310, Planning Administration
101-3100, Unified Planning Work Program
101-3200, Transportation Improvement Program
101-3500, Environmental Justice and Title VI
101-3600, Miscellaneous Supporting Activities
101-9200, Southern Nevada Strong – Transportation Implementation
101-9205, Transit Oriented Development

Task 101, 2020-2021 Budget
The following costs are included under Task 101:

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The source of funds for Task 101 is

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Sub-Task 101-1500-20 - General Outreach

Purpose:
Throughout the transportation planning process, RTC staff performs various functions concerning the time and materials used for advertising, preparation, and conducting public involvement activities associated with the development and implementation of plans and programs.

Community Engagement and Outreach have become increasingly important activities for the RTC and MPO. This task will fund a support contract for a community engagement specialist that will help the RTC's MPO improve public outreach and enhance the agency's ability to communicate with the public to develop a better understanding of public needs and wants related to transportation planning and specific studies or projects led by the MPO. Activities could include scheduling and arranging public outreach activities, developing and reviewing public outreach materials, helping maintaining public contact databases, supporting federally-required public comment activities, and other related tasks as they arise.

Previous Work:
• Public outreach, meetings and promotion in support of the Regional Transportation Plan (RTP), the Transportation Improvement Program (TIP), the Unified Planning Work Program (UPWP) projects and studies, and the Public Participation Plan (PPP).

Methodology:
• Through both mainstream and innovative means the RTC will develop, coordinate, and conduct public outreach related to all activities listed in the UPWP.
Examples include: conducting public meetings, participating in “pop-up meetings”, having a presence at community events, publishing documents, developing press releases, and addressing and tracking public comments.
• General outreach is led by the RTC’s Department of Government Affairs, Media, and Marketing.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada (Lead Agency), Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson, City of Boulder City, City of Mesquite, Nevada Department of Transportation

Budget:

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</table>
Schedule and Deliverables:
- Report on public outreach activities.
- Inventory of display materials in support of RTC public outreach activities.
- General Outreach is an on-going activity
Sub-Task 101-2300-20 - Stakeholder Coordination

Purpose:
Stakeholder Coordination covers all activities related to the continued coordination of the Southern Nevada regional transportation planning process with local agencies, Nevada Department of Transportation, U.S. Department of Transportation, and also the coordination of activities with other regional planning agencies on inter-regional issues.

Methodology:
• General liaison with the Nevada Department of Transportation (NDOT), coordination in development of the State Highway Safety Plan (SHSP) and Southern Nevada Transportation Study (SNTS), participation in meetings, workshops, and coordination with NDOT in development of the Southern Nevada Regional ITS Architecture, participation in activities of the Southern Nevada Regional Planning Coalition (SNRPC), and inter-regional meetings and workshops. Similar stakeholder coordination tasks may arise during the period of performance for this Work Program.
• Stakeholder Coordination is performed by the Metropolitan Planning Organization, Government Affairs, Media and Marketing, and Executive Management.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada (Lead Agency), Nevada Department of Transportation, Southern Nevada Regional Planning Coalition (SNRPC)

Budget:

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Schedule and Deliverables:
• Coordination with local, state, and federal agencies on Southern Nevada regional transportation planning issues.
• Stakeholder Coordination is an on-going activity.
Sub-Task 101-2310-20
Planning Administration

Purpose:
Activities included under this Sub-Task include the overall administration of the Metropolitan Planning Organization (MPO) transportation planning process. These tasks are on-going activities required to meet federal and state regulations.

Methodology:
• Planning Administration occurs through the conduct of various meetings of regional stakeholders, including the Transportation Access Advisory Committee, Executive Advisory Committee, Nevada Department of Transportation liaison meetings, Metropolitan Planning Subcommittee, RTC Board of Commissioners, and multiple other regional transportation coordination committees and groups. Also included in this task item is professional development of RTC staff through the maintenance of RTC staff membership in professional planning organizations.

Expected Products:
• Continuous coordination with local agencies and stakeholders, inclusion of feedback and concepts discussed during committee meetings and other special meetings into the development and administration of the Southern Nevada Regional Transportation Plan (RTP), Transportation Improvement Program (TIP), and Unified Planning Work Program (UPWP), including coordination of modifications and amendments to these documents.
• Administration of professional services contracts as outlined in the Fiscal Years 2020 and 2021 UPWP.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada (Lead Agency), Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson, City of Boulder City, City of Mesquite, Clark County Department of Air Quality, Nevada Department of Transportation, Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

Budget:

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Schedule and Deliverables: Planning Administration is an ongoing activity.
Sub-Task 101-3100-20 - Unified Planning Work Program

Purpose: The Unified Planning Work Program (UPWP) includes coordination of transportation planning activities in the Southern Nevada region during the fiscal year.

Previous Work:
• The UPWP is updated annually and previous work includes the development, administration, and amending of the document.

Methodology:
• RTC staff will, through stakeholder communication and the oversight of RTC committees develop, administer, amend, and implement the UPWP as required. The Metropolitan Planning Organization (MPO) is responsible for this task.

Participating Agencies:
• Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson, City of Boulder City, City of Mesquite, Nevada Department of Transportation, Regional Transportation Commission of Southern Nevada (Lead Agency), Federal Highway Administration (FHWA), Federal Transit Administration (FTA).

Budget:

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Schedule and Deliverables:
• The development of the Fiscal Years 2020 and 2021 UPWP and amendments/modifications to the Fiscal Year 2019 UPWP.
• The Fiscal Years 2020 and 2021 UPWP will be completed by May, 2019 while amendments and work related to the UPWP are on-going.
Sub-Task 101-3200-20 - 
Transportation Improvement Program

**Purpose:** Activities included under this Sub-Task include administration and maintenance of the current FY 2017-2020 Transportation Improvement Program (TIP), including processing of modifications and amendments.

**Previous Work:**
- Development and maintenance of the TIP is an on-going activity. Most recently the SFY 2017-20 TIP was approved by the RTC of Southern Nevada Board of Commissioners on February 9, 2017.

**Methodology:**
- Determine that sufficient federal, state, and local revenue sources are available to fund projects programmed in the TIP.
- Ensure that all non-exempt projects included in the TIP and subsequent amendments come from a conforming Long Range Transportation Plan, as required under the Clean Air Act Amendments of 1990.
- Ensure that the TIP gives priority to eligible Transportation Control Measure (TCM) projects as identified in the air quality State Implementation Plans.
- Utilize the RTC Project Evaluation and Prioritization Process to select projects for inclusion in the TIP.
- Coordinate administration and maintenance of the TIP program with the Statewide TIP (STIP) by NDOT to ensure subsequent integration of the Clark County TIP into the STIP.
- Provide reasonable opportunity for public comment in accordance with the RTC Public Participation Plan and federal regulations.
- Incorporate Environmental Justice and ADA considerations, as appropriate.
- Prepare modifications and amendments to the TIP.
- Coordinate modifications and amendments of the TIP program with the Statewide TIP (STIP) by NDOT, to ensure subsequent integration of changes to the Clark County TIP into the STIP.
- Participate in the development of eSTIP.

**Participating Agencies:**
- Regional Transportation Commission of Southern Nevada (Lead Agency),
  Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson, City of Boulder City, City of Mesquite, Nevada Department of Transportation,
### Budget:

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### Schedule and Deliverables:

- Process amendments & administrative modifications to the FY 2017-20 TIP
- Fiscal Year 2017-20 TIP update.
- The TIP is an on-going activity.
Sub-Task 101-3500-20 -
Environmental Justice/ Title VI / Ladders of Opportunity

Purpose:
Activities included under this Sub-Task include development of products and procedures to implement Executive Order 12898: ‘Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations’, the Civil Rights Act of 1964- Title VI, and provide Ladders of Opportunity to traditionally underserved populations in accordance with subsequent USDOT Guidance and Regulations.

Previous Work:
• Title VI Program Update Report (2010), Civil Rights Act of 1964-Title VI Program Report (1998), Title VI Program Update Report (2009), and Title VI Reports for the MPO and Transit (2013).

Methodology:
• Completion of Environmental Justice updates to monitor the effectiveness of the transportation system in providing Ladders of Opportunity for low-income, minority, elderly, and traditionally underserved populations as required.
• The Metropolitan Planning Organization (MPO) is responsible for this task.

Participating Agencies:
• Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson, City of Boulder City, City of Mesquite, Clark County Department of Air Quality, Nevada Department of Transportation, Regional Transportation Commission of Southern Nevada (Lead Agency), Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

Budget:

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Schedule and Deliverables:
• Environmental Justice, Title VI, and Ladders of Opportunity are on-going activities.
Sub-Task 101-3600-20 - Miscellaneous

Purpose:
This task item covers all activities related to efficient planning administrative work as well as to provide for costs associated with planning and administration including but not limited to travel, membership dues, software licenses, office supplies, copying and printing, traffic probe data acquisition, professional licenses, registration, lodging, and meals in support of other UPWP eligible activities.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada

Budget:

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Funding Sources:
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• Local Match (5%)               | $ 3,750  | $ 3,750  |

Schedule and Deliverables:
• Miscellaneous supports on-going activities.
Sub-Task 101-9200-20 -
Southern Nevada Strong – Transportation Implementation

**Purpose:**
The RTC is the administering agency to the Southern Nevada Strong (SNS) Regional Plan. A major component of the Plan is the Implementation Matrix which includes a vision to increase transportation choice. There are over 50 strategies to implement through increasing transportation choice in Southern Nevada. The project will help facilitate best practices in investing in a multi-modal transportation system that is safe, efficient, accessible, and equitable and supports reinvestment in Southern Nevada’s existing communities.

**Methodology:**
Southern Nevada Strong Transportation Implementation occurs through the Increase Transportation Choice theme within the Southern Nevada Strong Implementation matrix which could include applying specific strategies like but not limited to:

- Pursuing a regional policy change to require roadways to be designed for target speeds as recommended in the Complete Streets Design Guidelines for Livable Communities, based on the context of the corridor and overall safety and comfort of all users, including pedestrians and bicyclists, and require justification for all target design speeds and speed limits
- Encouraging the development of design standards and land use policies that require investments in low-income or at-risk communities to include the basic attributes such as sidewalks, adequate lighting, street trees, and other strategies to create walkable communities, with special attention to designing for shade and heat absorbent materials to provide respite to transit riders.
- Promoting “Complete Streets” cross section revisions whenever corridor reconstruction or reconfiguration occurs. Activities could include removing block walls, limiting cul-de-sacs, increasing sidewalk and bike lane widths, reducing curb cuts, and limiting driveways.
- Working with local stakeholders, support more stringent criteria to justify roadway capacity expansion and ensure that any capacity expansions accommodate viable multi-modal transportation options.
- Working with local bike groups and transportation advocates to update the RTC’s multi-modal transportation plan and identify strategies to increase safety and make walking and bicycling more viable as primary transportation modes.
- Also included in this task item is professional development of RTC staff through the maintenance of RTC staff membership in professional planning organizations.
- The Metropolitan Planning Organization (MPO) / SNS staff is responsible for this task.

**Participating Agencies:**

- Regional Transportation Commission of Southern Nevada
Budget:

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Schedule and Deliverables:
Southern Nevada Strong Transportation Implementation is an on-going activity.
Sub-Task 101-9205-20 -
Southern Nevada Strong – Transit Oriented Development

Purpose:
The Southern Nevada Strong Regional Plan goal is to encourage investment in development in which jobs, housing, transportation and community amenities combine to create places that support economic opportunity and healthy options for all people, regardless of income level. This project will support implementation of TOD goals and strategies identified in Southern Nevada Strong.

Previous Work:
The projects and studies that have been previously completed and that identify transit oriented development (TOD) as strategies that improve economic competitiveness, invest in complete communities and increase transportation choice for Southern Nevada are Southern Nevada Strong, Access 2040 Regional Transportation Plan

Methodology:
The project will facilitate partners to implement Southern Nevada Strong goals and strategies in TOD which includes:
• Helping partners match land use and transportation plans with regional economic development plans,
• Assisting partners in fostering development of the healthcare and education sectors, locally serving sectors that would enhance quality of life for residents to better integrate with existing land uses and create a better environment to attract new workers; Helping partners ensure that Southern Nevada offers a range of place types to attract and retain future workers, visitors, businesses and entrepreneurs;
• Enhancing the role of small businesses and entrepreneurs as leaders in economic diversification and revitalization;
• Helping partners stabilize and strengthen existing neighborhoods through place making improvements; Encouraging an adequate supply of housing with a range of price, density, ownership, size and building types;
• Helping partners promote resource-efficient land use and development practices;
Developing a modern transit system that is integrated with vibrant neighborhood and employment centers, better connecting people to their destinations

Participating Agencies:
• Regional Transportation Commission of Southern Nevada
**Budget:**

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**Funding Sources**

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**Schedule and Deliverables:**

Transit Oriented Development is an on-going activity.
Task 201: Data Collection and Analysis

This task covers the gathering of data needed to support the MPO’s planning activities and the analysis of that data as part of the development of the Regional Transportation Plan and other planning studies.

Activities include:
• The maintenance of the regional travel demand forecast model and upgrades to keep up with the state-of-the-practice;
• Execution of model runs and analysis to support traffic and transit studies and the demonstration of air quality conformity;
• Undertaking travel surveys to support the calibration of the model;
• Improving the technical capability of the RTC to perform more detailed transportation analyses needed by RTC, NDOT or our partner local agencies;
• Development of population and land use forecasts;
• RTC’s participation in a region program of traffic counts; and,
• Developing techniques and methods to inventory bicycle and pedestrian activity.

Several of these activities will require extensive professional support from outside consultancies. The costs of professional services contracts are included under Task 201. Task 201 includes the RTC Staff Costs associated with these data collection and analytical activities as well as the procurement of professional services contracts and their administrative and financial oversight.

Specific Sub-Tasks are:
201-2116, Travel Demand Model
201-2206, Annual Population Forecast
201-2230, Travel Demand Model Enhancements and Validation Work Program
201-2680, Regional Traffic Counts
201-4000, Transportation Networking Company (TNC) Data Analysis
201-4015, Technical Support for RTP/TIP and Conformity Determination
201-4020, Visitor & Freight Model Components Update
201-9100, Regional Non-Motorized & Parking Infrastructure Inventory
201-9215, Land Use Scenario Planning Analysis
201-9220, GIS Analysis and Visualization
201-9225, Integrating Exploratory Modeling and Simulation Analysis into Regional Transportation Planning
201-9230, Southern Nevada Freight Plan Update
201-9235, Planning Analysis Tool
Task 201, Fiscal Years 2020 and 2021 Budget

The following costs are included under Task 201:

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Sub-Task 201-2116-20 - Travel Demand Model

Purpose:
Travel Demand Forecasting (TDF) is an essential tool that the RTC employs to estimate future travel conditions and regional mobility needs. The information generated from the process provides decision makers with the background to determine future transportation system improvement needs, which are programmed into the Regional Transportation Plan (RTP) and Transportation Improvement Plan (TIP).

Previous Work:
• RTC 2009 model update;
• FY 2013-2035 Regional Transportation Plan (RTP) modeling results, including modifications and amendments;
• FY 2013-2016 Transportation Improvement Program (TIP) modeling results and amendments;
• Travel Demand Modeling run results for various corridor studies by either consultants or RTC; Travel Demand Modeling run results by consultants in coordination with RTC modeling technical support.

Methodology:
• Improve the network structure and coding procedures and qualities (ongoing).
• Update the travel demand model network with all highway, roadway, and transit networks, park and ride facilities, and intersection signal projects with regard to any amendments to the 2017-2040 RTP.
• Test and apply the update versions of the RTC Travel Demand Model as they are developed under UPWP Task 201-2230.
• Coordinate with the consultant to resolve any technical issues that may arise during routine modeling activities.
• Research and implement the incorporation of bicycle and pedestrian trips and ‘Complete Streets’ design elements into RTC modeling procedures.
• Develop tools to transform data and networks from the Trans CAD model to VISSIM.
• The work is performed by RTC modeling staff and the project consultant.

Schedule and Deliverables:
• Updated model inputs, highway and transit networks.
• Model results as needed to support RTP amendments or model data needs of UPWP studies.
• VISSIM modeling results for corridors and/or intersections.
• Tests of air quality emissions projections using MOVES.
• Report detailing modeling results.
• Modeling work is an on-going activity.
**Budget:**

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**Schedule and Deliverables:**

- Population Forecasts: Long-Term Projections for Clark County, Nevada.
- Completion Date: June, 2020
Sub-Task 201-2206-20 -
Annual Population Forecast

Purpose:
To provide long-term population forecasts for the Southern Nevada region. Results of this task will be used as control totals for development of the RTC Planning Variables, which are inputs to the RTC Travel Demand Model.

Previous Work:
• Annual Population Forecasts are an on-going activity.

Methodology:
• Coordinate with local jurisdictions, SNWA, and CBER to develop regional population projections, report progress, and discuss issues raised during the planning process.
• The work is performed by RTC modeling staff and the project consultant.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada (Lead Agency), Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson, City of Boulder City, City of Mesquite, Nevada Department of Transportation, Southern Nevada Water Authority, Clark County School District, Las Vegas Convention and Visitors Authority, University of Nevada, Las Vegas,

Budget:

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Schedule and Deliverables:
• Population Forecasts: Long-Term Projections for Clark County, Nevada.
• Completion Date: June, 2021
Sub-Task 201-2230-20
Travel Demand Model Enhancements and Validation Work Program-
(Subtask: Conformity Modeling and Process Support Service)

Purpose:
To be in compliance with interim guidance on conformity requirements released on April 23 2018 by the
United States Department of Transportation (USDOT), Federal Highway Administration and Federal
Transit Administration concerning 82 metropolitan areas (including the Las Vegas Region) with regards
to ozone budgets. The U.S. Court of Appeals for the D.C. Circuit recently issued a decision in South
Coast Air Quality Management District v. EPA, (No. 15-1115), which struck down portions of the 2008
Ozone National Ambient Air Quality Standards State Implementation Plan procedures

According to the Interim Guidance, RTC of Southern Nevada’s new regional transportation plan (RTP),
transportation improvement program (TIP) and TIP updates and amendments include projects that are
not exempt from transportation conformity and may not proceed until transportation conformity with
the 1997 ozone NAAQS is determined. The difficult situation is that the RTC of Southern Nevada does
not have adequate ozone budget to meet the conformity standard. RTC is working with the agencies
responsible for developing emission budgets, the United States Environmental Protection Agency (EPA)
and the USDOT for budget and emission modeling issues.

Now it is uncertain what the final guidance on this matter will be from the USDOT. While the EPA,
USDOT and the Association of Metropolitan Planning Organizations (AMPO) are waiting for the Court
decision regarding to rehearing the case. It is anticipated some professional service support on having
adequate ozone budgets, emission modeling and conformity process will be needed once the final
guidance is out and we need to move our RTP/TIP amendment in a quick manner.

Previous Work:
Conformity Determination modeling and work in house to support all RTP/TIP updates and amendments
in the past ten years.

Methodology:
Environmental professional service support on adequate ozone budgets, emission model, conformity
process and final documentation of the conformity determination.

Participating Agencies:
RTC of Southern Nevada
Budget:

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**Funding Sources**

| Consolidated Planning Grant (95%)                 | $ 142,500 | $ 0 |
| Local Match (5%)                                  | $ 7,500   | $ 0 |

Schedule and Deliverables:
Completion by December 31, 2020.
Regional Bicycle and Pedestrian Counts, Phase III

Purpose: The purpose of this sub-task is to conduct bicycle and pedestrian counts to be able to identify existing demand and determine specific tangible benefits of proposed improvements when applying for project funding. The data collected in this study will help quantify bicycle and pedestrian demand trends over time.

Previous Studies: The original count program collected data at 24 locations, additionally the Southern Nevada Health District (SNHD) has collected trail usage data and prepared reports for five discrete trail sections. Data was collected using infrared sensors and validated with manual counts.

Methodology: Collect bicycle and pedestrian counts at the same 24 count locations from the original study – and add new data collection locations. Counts will be performed during the scheduled K-12 school year. All counts at each location will be performed for 12 continuous hours (7:00 am – 7:00 pm) during one weekday (Tuesday – Thursday) and one Saturday.

Specific tasks to be performed by a consultant team and managed by RTC staff include:
- Collecting counts using either of the following methods:
  - Manual counts; or
  - Video technology.
- Ensuring collection methodology and data gathered is consistent with the original count program and National Bicycle and Pedestrian Documentation Project (NBPD) methodologies;
- Identifying preferred count locations for new sites. Consideration for new sites should include:
  - Existing and proposed bicycle/pedestrian facilities (including off-street multiuse paths);
  - Transit access; and
  - Stakeholder recommendations, including the SNHD, the Clark County School District, the Regional Open Space and Trails Work Group, and the Pedestrian Safety Task Force.

Participating Agencies:
- Regional Transportation Commission of Southern Nevada (Lead Agency)
- Local jurisdictions
### Budget:

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**Funding Sources**

| Consolidated Planning Grant (95%) | $0 | $95,000 |
| Local Match (5%)                  | $0 | $5,000  |

**Total SFY 2020 Project Budget**

| $0 | $100,000 |

### Schedule and Deliverables:

Data and analysis to be provided to the RTC should include:
- Data sheets in Excel format
- Develop and apply sidewalk factors as they relate to the percentage of bicyclists riding on the sidewalk
- Analyze and segregate bicycle volume variations by the type of bicycle facility present on the roadway
- A summary report that includes methodology, maps, and trends
- Completion Date: June 2021
Sub-Task 201-4000-20-  
Transportation Networking Company Data Analysis Methodology

Purpose:  This study would consist of hiring a consultant to obtain data on transportation network companies (TNC) such as Uber and Lyft. This data would consist of travel patterns and volumes of trips. The purpose of this effort would be to measure the percentage of vehicle passenger trips borne by transportation network companies. Knowing this information will allow for incorporation of transportation network companies as an element in the RTC traffic model, whereas it is not presently supported.

Previous Studies:  None

Methodology:

This study would consist of hiring a consultant to obtain data on transportation network companies (TNC) such as Uber and Lyft. Ideally this project may obtain data combining all TNC data instead of data from single operating company. The data would consist of travel patterns and volumes of trips of all TNCs. This study would measure the percentage of vehicle passenger trips borne by transportation network companies. Knowing this information will allow for incorporation of transportation network companies as an element in the RTC traffic model, whereas it is not presently supported. Detailed methodology and tasks are to be determined and will be included in the Request For Proposals (RFP).

Participating Agencies:
• RTC of Southern Nevada
• Nevada Department of Transportation
• City of Las Vegas
• Clark County
• City of North Las Vegas
• City of Henderson

Budget:

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Schedule and Deliverables:

Start:  July, 2020
End:    June, 2021
Duration: Approximately 1 year
Sub-Task 201-4015-20 -
Technical Support for RTP/TIP and Conformity Determination

**Purpose:** Obtain professional support for the RTP Development/Amendment and Air Quality Determination when there are urgent needs for RTP Amendment or Air Emission Model update required by the EPA.

**Previous Studies:**
- RTC 2014 Travel Demand Model
- 2014 Las Vegas Visitor Survey
- RTCSNV ABM Pilot Project – Development population Synthesizer

**Methodology:**
This project will hire a consultant for professional support for RTP Development/Amendment and Air Quality Determination, especially when there are urgent needs for RTP Amendment or Air Emission Model updates required by the United States Environmental Protection Agency (EPA). Detailed methodology and tasks are to be determined and included in the Request For Proposals (RFP).

**Participating Agencies:**
- RTC of Southern Nevada

**Budget:**

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**Funding Sources**
- Consolidated Planning Grant (95%) $152,000 $ 0
- Local Match (5%) $ 8,000 $ 0

Total SFY 2020 Project Budget $160,000 $ 0

**Schedule and Deliverables:**
- Start: July, 2019
- End: June, 2021
- Duration: Approximately 2 year
Sub-Task 201-4020-20  
Visitor & Freight Model Components Update

Purpose:

The RTC will be updating two of the components of the Travel Demand Model - the visitor model and the freight model. This study will combine the efforts of two prior UPWP studies – the Visitor Population Synthesizer and Freight Model update.

1. Develop a visitor population synthesizer model to improve and enhance the visitor model component in the RTC Travel Demand Model. Visitor model component in RTCSNV’s travel demand model will be re-examined in this project. The update will incorporate RTCSNV’s newly developed population synthesizer to synthesize visitor groups as households. The project will also include visitor trip generation, distribution, and mode choice sub component updates using RTC’s 2014 visitor survey.

2. The Freight model component will be reviewed in this project. It will result in the update of the existing truck model.

3. Re-Calibration of the model will be performed due to the changes made.

Previous Studies:

RTC 2014 Travel Demand Model  
2014 Las Vegas Visitor Survey  
RTCSNV ABM Pilot Project – Development population Synthesizer  
RTC 2014 Travel Demand Model  
Southern Nevada Regional Goods Movement Master Plan  
Las Vegas Regional Freight Data Collection Study

Methodology:

This is the second phase of the synthesizer development focusing on visitor population to Las Vegas. The first phase was a development of a population synthesizer, which was completed during FY 2018. The existing visitor model in the RTC Travel Demand Model and 2014 Las Vegas Visitor Survey data will be evaluated by this project. The developed Visitor Synthesizer model will be implemented into the Regional Travel Demand Model the model calibration will be conducted.

The freight model component in RTCSNV’s travel demand model will be updated in this project. The update will utilize either the Freight Analysis Framework 4 (FAF4) or other freight movement database such as Streetlight data to create a freight model. Truck trip generation rates by industry will be reviewed and updated. The model will be integrated to RTCSNV’s travel demand model. The model will include long-haul truck and commodity movements, single unit truck mid-range commodity movements, and commercial vehicle (short distance trips).

Detailed methodology and tasks are to be determined and included in the Request For Proposals (RFP).
Participating Agencies:

- RTC of Southern Nevada
- Nevada Department of Transportation
- City of Las Vegas
- Clark County
- City of North Las Vegas
- City of Henderson

Budget:

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Funding Sources

- Consolidated Planning Grant (95%) $313,500 $0
- Local Match (5%) $16,500 $0

Schedule and Deliverables:

Start: January, 2020
End: January, 2022
Duration: Approximately 2 years
Sub-Task 201-9220-20
GIS Analysis and Visualization

Purpose:
The latest Federal Planning Rule for Metropolitan Planning calls for increased use of visualization to communicate planning-related information and concepts. This task will be an ongoing in-house process to improve and maintain the Regional Transportation Commission’s GIS mapping and visualization capacity, and deploy that capacity to better meet FHWA and FTA requirements.

Previous Work:
The Regional Transportation Commission has an established GIS program, and GIS has been an integral part of the agency’s required planning processes.

Methodology:
Increased use of GIS for analysis and visualization will require the following basic steps:
• Maintain transportation-related data layers;
• Maintain and operate an online Project Assessment Tool (PAT) that allows analysis of planned or potential transportation projects;
• Develop GIS-based analysis or visualization materials as needed or requested by RTC agency stakeholders.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada

Budget:

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Schedule and Deliverables:
• GIS Analysis and Visualization is an on-going task.
Sub-Task 201-9225-20-
Integrating Exploratory Modeling and Simulation Analysis into Regional Transportation Planning

Purpose:
The RTC is trying to understand the future impacts of connected and autonomous vehicles, as well as other emerging transportation technologies. Given the tremendous uncertainty surrounding these technologies, a key anticipated element of the planned approach is integrating quality real world data – which is currently very sparse – due to the speculation about the variety of technologies and their impacts in some useful manner so that the agency can make informed recommendations and decisions. Having an improved modeling tool for analyzing and understanding these impacts will be critical for the agency to succeed in the future.

Previous Work:
Boulder Highway Multimodal Transportation Study

Methodology:
This project will apply robust decision-making to regional planning via employing the EMA tool to gain an understanding of the impact that the rapid technological evolution has on the movement of people and goods on surface transportation system. The project will also identify and address hurdles in the application of an exploratory analysis through the southern Nevada region case study. Another objective of this project is to demonstrate that precise prediction is not necessary for addressing future transportation challenges, and there is more than one way to use travel modeling tools for regional surface transportation system planning. Throughout this project, RTC modelers will work closely with planners and others in the agency to test various policies and strategies.

Participating Agencies:
Regional Transportation Commission of Southern Nevada

Budget: The contract costs for the project will be paid for with a non-PL FHWA award and non-federal PL funds. The only PL money involved will be for staff time in the amount of $20,000.

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Funding Sources

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| Local Funding | $ 50,000 | $ 0 |
| FHWA / State Research Funds | $ 19,000 | $ 19,000 |
| Local PL Match | $ 1,000 | $ 1,000 |

Total SFY 2020-2021 Project Budget | $ 270,000 | $ 20,000 |
Schedule and Deliverables:
Anticipated Start Date: August, 2018
Anticipated End Date: August, 2020
Sub-Task 201-9230-20  
Southern Nevada Freight Plan Update

Purpose: This plan builds on previously collected information and other studies to assess the capabilities of the infrastructure to support and facilitate freight movement. In June 2015, the RTC completed Southern Nevada Regional Goods Movement Master Plan. This was the first regional freight plan and provided a snapshot of the region’s freight transportation system, a forecast of future freight demand, and recommendations to address regional freight deficiencies. In January 2017, Nevada Department of Transportation completed Nevada State Freight Plan which laid a strategic framework for freight mobility and economic competitiveness for the State of Nevada. As per federal regulations 23 CFR 450.306(4):

“... the MPO shall integrate in the metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures and targets described in State transportation plans and transportation processes required as part of a performance-based program including appropriate (metropolitan) portions of the State Freight Plan (MAP-21 Section 1118).”

To meet this, the RTC regional freight plan will need to be updated to incorporate the Nevada State Freight Plan, as well as re-evaluate and outline the regional vision and framework to improve regional freight mobility.

This plan update will serve to fulfill the freight-related goals of the State of Nevada and federal requirements and provisions reflected in MAP-21, which requires that the metropolitan planning processes provide for consideration of projects and strategies to increase the accessibility and mobility of people and freight; and enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.

Previous Work:
- Southern Nevada Regional Goods Movement Master Plan (2015) - RTC of Southern Nevada
- Nevada State Freight Plan (2017) - Nevada Department of Transportation

Methodology:

- Establish a technical advisory committee. This committee will discuss study objectives and desired outcomes. They will receive information regarding supply chains, truck trip generators and the patterns and challenges of freight and goods movement in the Las Vegas area.
- Convene land use and economic development subcommittee to brainstorm possible land use related freight strategies that could possibly impact economic development.
- Hold a scenario planning and freight strategies workshop was held to immerse the TAC in differing future scenarios to prioritize freight strategies.
- Profile goods movement on supply chain activities and commodity flows into, out of and within the region.
- Conduct performance measure analysis to identify current choke points for freight in the regional roadway network.
- Identify actions that need to be completed to implement the policy and project recommendations identified elsewhere in the plan.
Participating Agencies:
- Regional Transportation Commission of Southern Nevada

Budget:

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Schedule and Deliverables:
Anticipated Start Date: January, 2020
Anticipated End Date: January, 2021
Task 202: Long Range Transportation Planning

The next update of the Regional Transportation Plan will need to address a number of issues in more depth than is supported by current knowledge, data and policies. This task covers a number of key MPO practices related to the provisions of MAP-21 & the FAST Act and related topics of regional concern that RTC anticipates addressing more extensively in future long-range planning activities, including the next RTP.

Activities include:
- Development and application of visioning techniques as part of efforts to engage the community in RTP development;
- Creation of a framework for performance-based planning in accordance with MAP-21 and the FAST Act;
- On-going coordination of transit with human services;
- Development of policies and proposals related to bicycle and pedestrian planning;
- Development of policies and proposals related to the various aspects of transportation safety planning.

Some of these activities will require professional support from outside consultancies but the greater part of the work will be performed with RTC resources. The Task 202 budget reflects this.

Specific Sub-Tasks are:
- 202-3325, Performance-Based Planning
- 202-3710, Bicycle and Pedestrian Planning
- 202-3715, Transportation Safety Planning
- 202-9005, Regional Transportation Plan & Visioning
- 202-9035, On Board Mobility Plan
- 202-9040, Coordinated Human Services Transportation Plan Development

Task 202, 2020 Budget
The following costs are included under Task 202:

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The sources of funds for Task 202 are:
- Consolidated Planning Grant (95%)                        | $ 508,177 | $ 432,250 |
- Local Funds (5% match)                                   | $ 26,746  | $ 22,750  |
Sub-Task 202-3325-20 -
Performance-Based Planning

Purpose:
Advance the current practices in data management, documentation, monitoring and analysis to meet
the performance management goals and objectives of FAST Act.

Previous Work:
• Access2040, Regional Transportation Plan for Southern Nevada 2017-2040 (2017)
• Transportation Improvement Impacts (Appendix 4) to the FY 2013-2035 Regional Transportation Plan
(RTP);
• Las Vegas Valley Arterial Development Study (2009);
• RTC FAST Dashboard;
• NDOT Crash GIS database

Methodology:
• Research federal statutes, regulations, and guidance related to performance measures.
• Research examples of performance measure objectives and targets implemented by other regional
transportation planning agencies.
• Coordinate with NDOT, RTC Transit, and RTC FAST on goals, objectives, and targets to meet required
U.S. DOT performance measure regulations.
• Document existing RTC performance measures and objectives by category; such as highway, arterial,
transit, multimodal, safety, freight, and sustainability.
• Analyze baseline conditions, trends, and expected system performance.
• Identify and analyze potential alternative transportation scenarios to meet performance measure
objectives and targets.
• Analyze performance outcomes based on anticipated funding levels.
• Identify additional data in Southern Nevada that is readily available to support supplementary
performance measures and objectives.
• Develop, update, and maintain a database of the selected performance measure objectives and
targets as part of an on-going, long-term effort.
• Develop and document best practices for monitoring and evaluation procedures and standards.
• Monitor system performance relative to identified targets.
• Evaluate observed impacts of investments and strategies.
• Develop statistics and graphics using the performance measure objectives and targets.
• Present the selected performance measure objectives to selected RTC committees.
• Develop recommendations regarding linkages between the selected performance measures, the
Congestion Management Process (CMP), and project prioritization processes.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada (Lead Agency), Clark County,
City of Las Vegas, City of North Las Vegas, City of Henderson, City of Boulder City,
Nevada Department of Transportation, Private sector freight industry partners
Budget:

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**Funding Sources**

- Consolidated Planning Grant (95%)  
  - FY 2020: $95,000  
  - FY 2021: $95,000
- Local Match (5%)  
  - FY 2020: $5,000  
  - FY 2021: $5,000

Schedule and Deliverables:

- Analysis of performance-based planning and programming approaches implemented by other regional transportation planning agencies nationwide.
- A report documenting the establishment and integration into the RTC metropolitan planning process of a performance-based approach to transportation decision making in support of national goals.
- Database of the selected performance measure objectives and targets.
- Recommendations for performance measure linkage to the CMP and RTC project prioritization processes.
- Performance Based Planning is an on-going task.
Sub-Task 202-3710-20
Bicycle & Pedestrian Planning

Purpose:
This task includes planning activities related to the continued efforts in the development and expansion of an interconnected regional bicycle and pedestrian transportation network, and the evaluation of the key role these networks play in the development and implementation of the Southern Nevada ‘Complete Streets’ strategy. Pedestrian safety has become an increasingly critical concern in the region, and training for improved pedestrian safety and awareness is included in this task item.

Previous Work:
• Complete Streets Design Guidelines for Livable Communities (2012),
• Regional Bicycle Network Gap Analysis (2014),
• Southern Nevada Transportation Safety Plan,
• Southern Nevada Strong Regional Plan (2015),
• Regional Bicycle and Pedestrian Plan (2016),
• RTC Regional Transportation Plan for FY 2013–2035

Methodology:
• Maintain and implement the Regional Bicycle and Pedestrian Plan (2017)
• Develop implementation strategies and work with local partner agencies to advance recommendations from the Regional Bicycle and Pedestrian Plan;
• Update the RTC website to include new bicycle and pedestrian information and coordinate with RTC Communications staff on improving the RTC Regional Bicycle Network web page.
• Continue development of the Southern Nevada ‘Complete Streets’ initiative, which includes:
  • Coordination with the jurisdictional planning/community development departments in supporting their Complete Streets planning efforts and incorporation of Complete Streets policies into their plan documents.
  • Coordination with multiple stakeholders in development of an RTC Complete Streets Funding Program, which targets set-asides for certain fund sources and determines project eligibility.
• Development of a regional pedestrian safety and awareness training program.

Budget:

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Schedule and Deliverables:
• Additional bicycle and pedestrian planning, safety and awareness campaigns, and interjurisdictional coordination are an on-going task.
Sub-Task 202-3715-20
Transportation Safety Planning

Purpose:
To participate in the Strategic Highway Safety Plan (SHSP) & the Zero Fatalities Goal

Previous Work:
• RTC Pedestrian Safety Action Plan (2009),
• RTC Regional Transportation Plan for FY 2013–2035 (2012),
• RTC Bicycle and Pedestrian Plan (2008 & 2016 Update),
• Southern Nevada Transportation Safety Plan (2015).

Methodology:
RTC will continue to participate in the implementation of the Nevada State Strategic Highway Safety Plan (SHSP) to attain its Zero fatalities goal and further move towards implementation of the Southern Nevada Transportation Safety Plan. RTC staff participates in the Nevada Executive Committee on Transportation Safety (NECTS) overseeing the SHSP. RTC staff participates in Technical Working Group advising the NECTS on transportation safety in the development, update, and implementation of the SHSP. Other transportation safety committees in which the RTC staff involved are the Traffic Records Coordinating committee (TRCC) and Pedestrian Task Force.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada (Lead Agency), Nevada Department of Transportation, City of Las Vegas, Clark County, City of North Las Vegas, City of Henderson

Budget:

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Schedule and Deliverables:
• Interim report on task elements
• Final Transportation Safety Plan
• Final Bicycle and Pedestrian Safety Action Plan, completion date: June 2018
Sub-Task 202-9005-20 - Regional Transportation Plan & Visioning

Purpose:

The RTC implemented an extensive outreach effort to engage the public on development of a transportation vision for Southern Nevada in 2016. The Visioning Process helped gauge public sentiments on the transportation priorities for the region. These results of the Visioning Process influenced development of the Access2040 Regional Transportation Plan (RTP) and Transportation Improvement Program (TIP).

Additionally, the results are anticipated to influence the processes by which the RTC will prioritize projects in the future for funding as well as measure their performance. The results of this public outreach activity will be incorporated into the Regional Transportation Plan. Work with project sponsors will also be required in order for the document to reflect regional priorities. The development of the RTP and TIP will follow the Public Participation Plan to ensure the public is given the opportunity to stay engaged prior to approval.

Previous Work:

- RTC Transportation Improvement Program for FY 2017–2021 (2017);
- RTC Public Participation Plan (amended in 2012);
- Southern Nevada Transportation Safety Plan (2015);

Task Elements:

- Develop a revision to the Access2040 RTP that incorporates the following changes and updates:
  - New federally-funded projects that fully subscribe new funds available under the FAST Act;
  - New regionally-significant local projects that will be funded with fuel revenue indexing passed by voters in November 2016; and
  - Other changes and updates as needed to implement best planning practices related to long-range transportation planning.
- Develop a complete set of transportation-related indicators that will show how the Southern Nevada region is implementing the Access2040 RTP;
- Facilitate community outreach meetings, workshops, charrettes, or other public participation opportunities;
- Prepare materials for public outreach in both English and Spanish including text and graphics on the website, online and/or printed surveys, agenda materials, media releases, topic papers, fact sheets, and mailings.
- Refine project prioritization process by synthesizing the results of the visioning process as well as information from key stakeholders to develop a project prioritization process.
- Develop different performance measures and metrics by which to assess the state of affairs as it relates to transportation for the region.

Participating Agencies:

- Regional Transportation Commission of Southern Nevada, Nevada Department of Transportation, City of Las Vegas, Clark County, City of North Las Vegas, City of Henderson, City of Mesquite, City of Boulder City
**Budget:**

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Sub-Task 202-9035-20 – On Board Mobility Plan

Purpose:
With growing regional interest in high capacity transit (HCT) to serve residents and visitors, the RTC seeks to conduct a study that will provide a coordinated and comprehensive approach for promoting sustainable transportation and transit supportive land use patterns.

HCT is transit service that can improve reliability and carry more people at higher speeds than a standard fixed route bus. Capacity can be expanded through increasing the number of vehicles, vehicle size, frequency, travel speed or a combination of these elements. There is a range of HCT services in use nationally and internationally including bus rapid transit (BRT), light rail transit (LRT), commuter rail, modern streetcar, and heavy rail (subway).

This task will provide RTC staff-level planning support for a larger study effort that will develop a HCT plan for Southern Nevada. Development of the HCT plan will be based on projected economic market analysis, future land use changes, corridor analysis, transportation modeling, stakeholder and public involvement, and an analysis of transit capital and operating costs. It is anticipated that this study will produce a recommended set of corridors, corridor miles, preferred HCT technology, and the optimal number of stations for a potential HCT system. This planned HCT network information will then enable the RTC and local agency partners to proceed with long-range land use planning to develop specific station area typologies and a potential future transit oriented development incentive program to ensure development patterns and densities can support HCT.

Previous Work:
• Maryland Parkway Environmental Assessment (2016);
• Transportation Investment Business Plan (2016);
• Southern Nevada Strong (SNS) Regional Plan (2015);
• Las Vegas Valley Long Range Transit Survey (2005);
• Las Vegas Valley Transit System Development Plan (2002).

Methodology:
RTC staff will manage the study to identify characteristics of the built environment and transportation corridors in Southern Nevada that may be compatible for HCT. Study findings will enable the RTC and regional partners to understand the scope of potential HCT investments, evaluate tradeoffs, and better conceptualize additional planning needs.

Task 1: Project Management
The RTC Project Manager will communicate regularly with the selected consultant and conduct monthly project management functions to ensure the project progresses according to schedule, within budget, and that deliverables meet the quality standards expected by the RTC and its partners. These functions include coordination with internal consultant staff, RTC and participating agency staff, as well as monthly progress reports, accounting and invoicing.
Task 2: Stakeholder Coordination
Assist in the coordination with other ongoing studies at the RTC, NDOT, and RTC local member agencies. RTC staff will coordinate with local agencies having experience in population and employment projections, redevelopment planning, comprehensive planning, and zoning issues will be important to ensure local factors are represented in the study methodology.

Task 3: Community and Public Involvement
This study necessitates coordinated outreach to the general public. RTC staff and the selected consultant will create and implement a public outreach strategy and assist the RTC in all matters related to public involvement (distributing public information, newsletters, presentation materials, briefings, meeting summaries, and information for posting on the RTC web site).

Task 4: Study Methodology and Data Collection
RTC staff will help document the existing regional transportation policy framework, and conduct research on national and international efforts to implement sustainable transportation strategies. The methodology will cover sustainability indicators and their means of measurement. The evaluation will include methods to forecast the impact of transit projects on these measures.

Task 5: Transit Supportive Land Use in Southern Nevada
By focusing compact development around transit stations, transit-supportive developments capitalize on public infrastructure investments and promote sustainability. Extensive research has been completed that identifies built environment characteristics necessary to support varying levels of HCT investment. The RTC seeks to consolidate this research, and verify (or develop) targets that are specific to the built environment attributes of Southern Nevada. This effort will help inform the stakeholder group and the public about the relationship between transportation and land use, and help establish the rationale for ranking potential HCT corridors.

Task 6: HCT Corridor Screening and Data Collection
One of the first study tasks that RTC staff will assist the consult with will be to identify priority HCT investments for transit corridors identified in the Regional Transportation Plan 2013-2035, Las Vegas Valley Long Range Transit Survey (2005), and by stakeholders.

Task 7: Prepare and Evaluate Land Use Scenarios
Up to two (2) alternative land use scenarios will be prepared. The two scenarios will be compared to each other and to a base case scenario. The overall purpose of this task is twofold: 1) to determine the potential travel demand impacts associated with alternative land use scenarios along specified transit corridors; and 2) to determine the economic viability of each alternative land use scenario.

Task 8: HCT Corridor Modeling
Of the top ranked HCT corridors and those with appropriate land use characteristics from the scenario planning, RTC staff will help identify and describe conceptual HCT mode(s) and their respective project limits from the land use scenario analysis. Conceptual HCT modes identified should have a basis in local knowledge of the corridor, constraints, existing plans, transit supportive land use, HCT corridor screening, and stakeholder and public input.
Task 9: HCT System Plan Scenarios
Using information from the corridor modeling and the land use scenario analysis, RTC staff will assist the consultant in packaging the most promising conceptual HCT corridors together into a complete system of transit investments. Corridors that do not perform relatively well with the HCT corridor modeling will be excluded from further analysis and not included in HCT system plan scenarios.

Task 10: HCT System Plan Scenario Cost Analysis
RTC staff will review the consultant prepared capital and operating cost estimates for each HCT system plan scenario. Costs for each scenario should be presented to additionally understand the approximate cost for each individual HCT component proposed.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada (Project Manager),
• Nevada Department of Transportation,
• RTC Local Member Agencies,
• UNLV Center for Business and Economic Research (CBER)

Budget:

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Schedule and Deliverables:
RTC staff will review an administrative draft of each deliverable prior to distribution for external review.

End Date: June 2020
Subtask 202-9040-20 – Coordinated Human Services Transportation Plan Development

Purpose:

The Coordinated Plan is a federal requirement under the Fixing America’s Surface Transportation (FAST) Act. The Coordinated Plan identifies transportation gaps faced by transportation-disadvantaged populations, establishes priorities for funding decisions, and focuses on a broad range of mobility services to improve coordination among public transit agencies and human services transportation providers.

Previous Work:

• Coordinated Public Transit – Human Services Transportation Plan (2008)

Methodology:

• Assess the regional demographics for Clark County to identify where elderly persons, individuals with disabilities and low income individuals are located.
• Assess the existing public transit (e.g. RTC, RTC Paratransit, Silver Rider Transit Service, Silver STAR) and private transit service providers (e.g. Las Vegas Monorail, Taxi, TNC) for their ability to serve these populations.
• Identify existing barriers to providing human service transportation.
• Develop vision statement and goals for delivering human services transportation.
• Identify and prioritize potential programs to address gaps and needs.
• Discuss relevant grant programs for supporting human services transportation.

Participating Agencies:

• Regional Transportation Commission of Southern Nevada

Budget:

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Schedule and Deliverables:

Begin Date: July, 2019
End Date: June, 2020
Duration: 12 months
Task 301: Multi-Modal Transportation Studies

While the primary focus of the planning program in the coming year will be on tasks supporting the development of the next Regional Transportation Plan update, RTC maintains a robust program of planning studies to assist RTC and its partner agencies in framing solutions to emerging transportation challenges across the region.

Activities include or have included:
• Studies that support the implementation of “complete street” concepts in various local jurisdictions and circumstances – often these studies also have a significant safety component;
• Working with the Clark County School District to improve the planning of access to schools in the interests of improving the mobility and safety of students;
• Further developing our undertaking of freight traffic and the need for targeted investments to support freight movement;
• Assisting Clark County with a review of the planning process as it relates to parking provision;
• RTC has supported a local initiative to develop a more sustainable regional planning framework using a Grant issued under the Sustainable Communities Program of the US Department of Housing and Urban Development. The UPWP includes a task to study the potential to implement this framework in a corridor where possible transportation capital improvements were studied under the 2014 UPWP;
• Assisting the City of Mesquite in a review and update of the way it reviews the transportation impacts of proposed developments.
• Many of these activities are being undertaken by outside consultancies under professional services contracts with RTC. The costs of these professional services contracts are included under Task 301. This Task also includes the RTC Staff Costs associated with the procurement of professional services contracts and their administrative and financial oversight.

Specific Sub-Tasks are:
301-3905, High Speed Rail Station Connection to Downtown Las Vegas (City of Las Vegas)
301-3910, Regional Commuter Center Study (City of Henderson)
301-3915, Northwest Las Vegas Traffic Study (City of Las Vegas)
301-3920, Cycle Track Feasibility and Route Identification Study (City of Las Vegas)
301-3925, Henderson Sustainable Mobility Plan (City of Henderson)
301-3930, Transit Center Study (City of Henderson)
301-3935, Traffic Signal Communication System Gap Analysis (City of Las Vegas)
301-3940, City of North Las Vegas Comprehensive Master Transportation Study
301-3945, Connecting Neighborhoods Lake Mead Boulevard Corridor Study (City of North Las Vegas)
301-3950, Livable Centers Study - Project 3 (RTCSNV)
301-3960, Maryland Parkway Transit Oriented Development – Las Vegas (RTCSNV)
301-3965, Maryland Parkway Transit Oriented Development – Clark County (RTCSNV)
301-3970, Applied Behavioral Economics – Research Study (RTCSNV)
301-3975, Applied Behavioral Economics – Testing and Implementation (RTCSNV)
301-3980, Regional and Bicycle and Pedestrian Plan Update (RTCSNV)
301-3985, Regional Walkability Plan (RTCSNV)
301-3990, Regional Transportation System Health Impact Assessment Standards and Cost Benefit Analysis (RTCSNV)
301-3995, Livable Centers Study - Project 4 (RTCSNV)
301-9115, Planning and Infrastructure Needs for Emerging Transportation Technologies (RTCSNV)
301-9125, Boulder Highway Multimodal Transportation Investment Study (RTCSNV)
301-9225, Bruce Street Green and Complete Street Study (City of Las Vegas)
301-9230, Citywide Pedestrian and Bicycle Plan (City of North Las Vegas)
301-9245, School Trip Generation and Siting Study (RTCSNV)
301-9250, Livable Centers Study – Project 1 (RTCSNV)
301-9270, Livable Centers Study – Project 2 (RTCSNV)
301-9275, Stadium District Transportation Plan – (Clark County Comprehensive Planning)
301-9285, Transit Oriented Development Implementation Study (RTCSNV)
Task 301, 2020 Budget
The following costs are included under Task 301:

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**The sources of funds for Task 301 are:**

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**Sub-Task 301-3905-20 –**
**High Speed Rail Station Connection to Downtown Las Vegas**

**Purpose:**
In late 2018, Fortress Investment Group filed a prospectus with the Securities and Exchange Commission providing details about building a new 185-mile dual-track high speed rail line (Brightline) between Las Vegas and Victorville, California. Information from the report indicated the company would like to start construction in 2019 and finish in early 2022.

Recently, the company entered into an agreement to acquire roughly 38 acres in the resort corridor area for the Las Vegas high speed train station. The goal of this study would be to investigate transportation routes and alternatives to connect the proposed Las Vegas high speed train station to the Downtown area (including the Medical District). If viable transportation options are not provided to and from this future site, it is expected that traffic and congestion could increase dramatically.

**Previous Work:**
- City of Las Vegas Mobility Master Plan - May 2016
- Transportation Investment Business Plan - April 2016
- 2014 Southern Nevada Visitor Survey - January 2016
- Community Mobility Study for Central Las Vegas - September 2013
- I-15 Resort Corridor Study - December 2009
- Las Vegas Visitor Mobility Strategy Study - April 2008

**Methodology:**
- Creation of a study working group with key stakeholders to determine important goals and objectives.
- Collection of data on RTC transit routes, roadway networks, and land-use characteristics in the region.
- Review of existing roadway and transit networks and infrastructure in the Las Vegas Valley.
- Creation of a list of corridors that should be examined to facilitate travel between the Downtown area and the LV Rail Station.
- Conducting outreach meetings with key stakeholders to receive support on potential corridors for transit, shuttles, taxis, ride share etc.
- Identification of any potential connections within these preferred corridors.
- Recommendations for roadway and transit improvements that would best serve the new rail station.
- Identification of possible funding sources to supplement existing local funds for both the development and maintenance of identified facilities.
- Development of draft and final reports.
- Present the findings to the City Council, County Commission and RTC Boards.

**Participating Agencies:**
- City of Las Vegas, Clark County, Las Vegas Convention and Visitors Authority
Budget:

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Expected Products:
Draft and final report; Presentations to the RTC Board and local jurisdictions.

Schedule:
Start Date: July, 2020
End Date: June, 2021
Expected Duration: 12 months
Sub-Task 301-3910-20 –
Regional Commuter Center Study

Purpose:
To integrate the proposed high-speed bullet train, providing services between Southern California and Las Vegas Valley, with the local transportation system and provide efficient access to local entertainment business venues.

Identify land uses and infrastructure adjacent to or incorporated into the Commuter Center for the creation of an activity hub and ridership generation. It would identify two to three opportunity sites based on land use plans and/or anticipated development.

Previous Work:

Methodology:
- Stakeholder engagement;
- Research of case studies;
- Community outreach (i.e. surveys, focus groups, etc.);
- Analysis of potential locations;
- Existing land use and infrastructure assessment;
- Analysis of ridership and operation;
- Analysis of multi-modal transportation connectivity;
- Funding.

Participating Agencies:
- City of Henderson,
- City of Las Vegas,
- City of North Las Vegas,
- Clark County,
- Nevada Department of Transportation (NDOT)

Budget:

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Expected Products:

1. Research summaries and recommendations;
2. Meeting agendas and summaries;
3. Public engagement marketing materials;
4. Survey and focus groups materials;
5. Meeting presentations;
6. Final study.

Schedule:
Start Date: July, 2020
End Date: June, 2021
Sub-Task 301-3915-20 –
Northwest Las Vegas Traffic Study

Purpose:
The Northwest Las Vegas traffic signal network in the area bounded by Buffalo to the east and
Centennial to the south has grown at an astounding rate. Due to this rapid and somewhat fragmented
growth over a large land area, current and consistent traffic data is not available. As a result, the traffic
signal system timings are not coordinated, causing unnecessary delays to motorists.

The results of this study would give the City the ability to:

• Prioritize arterial corridors for which to produce coordinated traffic signal timing plans
• Identify corridor improvements to be added to the five-year CIP

Previous Work:

• Currently, there are 34 existing traffic signal systems, 15 of which were constructed in the last ten
  years and nine in the last five years.
• By the end of FY 2019, this figure is anticipated to increase again by nearly 40%, as another 13 are in
  the final stages of design.

Methodology:

• Data collection (origin-destination information, traffic counts, and travel time runs)
• Analysis (origin-destination, future traffic projections, and traffic signal timing).

Participating Agencies:
• City of Las Vegas

Budget:

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Expected Products:

The final product would be a report detailing all data collection tasks, traffic projection calculations, and traffic signal system timing analysis. The report would provide:

- Prioritized list of corridors for which to produce coordinated traffic signal timing plans
- Identification of corridor improvements to be added to the five-year CIP

Schedule:

Start Date: July, 2019
End Date: July, 2020
(12 months)
Sub-Task 301-3920-20 –
Cycle Track Feasibility and Route Identification Study

Purpose:

Cycle tracks are common in Europe and have been implemented in New York City, Chicago, Portland, San Francisco, Indianapolis, Austin and Memphis.

A cycle track is physically separated from motor traffic and distinct from the sidewalk. By separating cyclists from motor traffic, these facilities can offer a higher level of security than regular bike lanes and are attractive to bicyclists of all levels and ages. Cycle tracks improve bicyclists comfort and safety, reduces risk of collisions, reduces occurrences of dooring by parked vehicles, and prevents illegal parking within the bike lane.

The City of Las Vegas’ objective with this study is to increase the number of commuter bike riders, and installing cycle tracks has been shown to increase riders by over 170% in similar markets. If this project is chosen, the City of Las Vegas could implement the very first cycle track in Nevada.

Previous Work:
- Regional Bicycle & Pedestrian Plan for Southern Nevada – May 2017
- City of Las Vegas Mobility Master Plan - May 2016
- Regional Bicycle Network Gap Analysis – January 2014

Methodology:
- Creation of a study working group to determine important goals and objectives.
- Collection of data on existing and proposed bicycle routes and roadways within the Central Las Vegas area.
- Review of existing bicycle plans, studies and best practices for cycle track facilities.
- Creation and ranking of a list of corridors that should be examined for further analysis.
- Conducting public outreach meetings to receive support on potential corridors.
- Identification of any potential connections within these preferred corridors.
- Recommendations for specific improvements that would best serve these facilities.
- Creation of cost estimates and identification of possible funding sources for both the development and maintenance of identified facilities.
- Development of draft and final reports.
- Presentations of the findings to the City Council, County Commission, and RTC Boards.

Participating Agencies:
- City of Las Vegas
Budget:

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**Expected Products:**
Draft and final report;
Presentations to the Las Vegas City Council and the RTC Board.

**Schedule:**
Start Date: July, 2020
End Date: June, 2021
(Estimated duration: 12 months)
Sub-Task 301-3925-20 –
Henderson Sustainable Mobility Plan

Purpose:
This project will result in a single integrated, holistic transportation strategy that ensures optimum levels of human health and well-being for all residents of the City of Henderson, together with enhanced mobility performance and value for money. The coordinated, multi-modal transportation plan will comprise bicycle, pedestrian, transit, curb management, freight and new mobility options in addition to considering all user functional abilities.

Previous Work:
• Southern Nevada Strong,
• Henderson Strong,
• Complete Streets Evaluation,
• Regional Bicycle and Pedestrian Plan,
• RTC On Board
• Henderson ADA Study
• Various Freight Plans

Methodology:
• “State of the City Transportation System” data collection effort to establish baseline user data
• Community visioning including long-term mobility targets
• Modal status evaluations and reports
• Draft connected mobility plan considering all modes
• Project development
• Public outreach
• Final report

Task Elements:
• Baseline data
• Visioning results
• Status Report
• Outreach results
• Final report

Participating Agencies:
• City of Henderson
• Regional Transportation Commission of Southern Nevada (RTC),
• Nevada Department of Transportation (NDOT),
Budget:

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Funding Sources

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Expected Products:
- Summary of baseline mobility status
- Mobility targets and measures of effectiveness
- Reports
- Maps

Schedule and Deliverables:
Start Date: July, 2019
End Date: June, 2021
(Estimated time 18 months)
Sub-Task 301-3930-20 – Transit Center Study

Purpose:
This study will help identify new transit centers in areas that are not yet served, particularly the northeast, east, and central portions of Southern Nevada, due to anticipated growth and higher demand for transit service. The study will examine how to facilitate access where significant population densities reside and work which are not currently served with a transit center and to capture increased ridership with strategically located transit centers throughout the region. The study will also identify the need for connectivity of various existing and future transit options.

Previous Work:
- On Board High Capacity Transit Study

Methodology:
- Conduct public workshops with stakeholders and steering committee members.
- Prepare a technical memorandum summarizing the selection of suitable Transit Center locations.
- Perform market study assessments including land use, infrastructure and supportive transit ridership analysis.
- Develop an evaluation criteria matrix.
- Identify potential funding resources.

Participating Agencies:
- City of Henderson
- Regional Transportation Commission of Southern Nevada (RTC),
- Nevada Department of Transportation (NDOT),

Budget:

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**Expected Products:**
- A public outreach plan will be developed to engage stakeholders and members of the public.
- Public participation tools will be used to capture the community’s input and feedback.
- First and last mile connections will be studied.
- Primary and secondary suitable transit center site locations will be identified.
- A transit center market study assessment will be conducted.
- Zoning analysis will be conducted.
- Projections of population, employment, ridership and market demand will be made.
- An evaluation criteria matrix for the transit center will be created.
- Project will follow a study timeline.

**Schedule and Deliverables:**
Start Date: August, 2019
End Date: May, 2021
Project Timeline: 18 months
Sub-Task 301-3935-20 –
Traffic Signal Communication System Gap Analysis

Purpose:
The City of Las Vegas has nearly 600 signalized intersections within its jurisdictional boundaries, of which approximately 40% are not connected with reliable high-speed communications to monitor and maintain the traffic signal. The objective of this project is to study the existing traffic signal communications network and perform a gap analysis of the coverage network for the City of Las Vegas. The work would benefit both the City and RTC FAST teams to continue to provide a high-level traffic signal system for the traveling public.

Previous Work:
Currently the City and RTC FAST have some of this information already available in maps and other documentation that would provide a starting point for the analysis and development of a project list.

Project Scope:
In order to achieve the objectives, this study proposes to:
• Collect existing infrastructure connectivity and type of communication media (mostly complete but some gaps exist)
• Identify corridors with existing connectivity pathways (empty conduit)
• Develop a map indicating gaps in connectivity coverage
• Develop priority lists of projects to fill-in gaps in coverage
• Develop estimated cost estimates for future projects

Consultant responsibility would be to compile this information, analyze, and provide prioritized alternatives for future project development.

Methodology:
This study would consist of the following:
• Analyze existing documentation
• Develop maps and documentation of existing infrastructure
• Analyze construction costs for future communication project to fill the gaps in infrastructure
• Prioritize corridor improvements and provide estimated construction costs

Participating Agencies:
City of Las Vegas
RTC FAST
Budget:

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Expected Products:
The final product would be a report detailing the initial assessment report, identification of locations without communication network connectivity, identification of areas/roadways with less than optimal communications network reliability, and a project priority list to fill in the communication gap with cost estimates of each project.

Schedule and Deliverables:

Start Date: August, 2019
End Date: August, 2020
Project Duration: 12 months
Sub-Task 301-3940-20 –
City of North Las Vegas Comprehensive Master Transportation Study (CMTS)

Purpose:
The primary purpose of this study is to develop a cohesive, long-range transportation plan that will serve as a guide for the City of North Las Vegas when making future land use and multimodal transportation improvement project decisions. The City’s need for this study is to determine the existing system performance, increase economic vitality, improve community livability, and enhance transportation conditions along regional transportation routes.

The roadway network needs to be evaluated to identify solutions to improve safety, mobility, and to optimize traffic operations. This will allow for an efficient transportation system that links communities within the City by all modes of transportation. With the ultimate goal of developing a regionally cohesive framework of multimodal transportation improvements, the City of North Las Vegas aims to update the current Master Plan of Streets and Highways in order to provide a guiding document that provides realistic and feasible solutions to the current and future transportation needs of the area. The context sensitive solutions provided by this study will allow the City to more efficiently improve its infrastructure while connecting to and promoting regionally significant network improvements.

The goal is to achieve a transportation system that will address demand and capacity, employ appropriate technologies and join transit, roadway and pedestrian/bicycle facilities into a safe, efficient and environmentally sensitive network. This study will also help determine future multi-modal transportation needs; the most practical way to achieve them; and update the Master Plan of Streets and Highways to incorporate the study’s recommendations.

Previous Work:
- CNLV – Citywide Pedestrian and Bicycle Master Plan (2019)
- CNLV – Complete Streets Policy
- CNLV – Complete Streets Corridor Ranking Study (UPWP)
- CNLV – Master Plan of Streets and Highways
- CNLV – Major Downtown Corridor Study (UPWP)
- CNLV – North 5th Street Transit Supportive Concept Plan
- SNRPC – Southern Nevada Strong Regional Policy Plan
- CCSD – Safe Routes to School Walk Audits
- RTC – Northeast Valley Transportation Network Study
- RTC – Truck Arterial Route Study
- RTC – Southern Nevada Regional Goods Movement Master Plan
- RTC – Regional Schools Multimodal Transportation Access Study
- RTC – Decatur Boulevard Transit Study
- RTC – Regional Bicycle Gap Analysis
- RTC – Regional Bicycle and Pedestrian Plan for Southern Nevada
Methodology:
- Collect and review existing information, planned projects, maps, and relevant studies.
- Research best practices for developing a Master Plan of Streets and Highways using Complete Streets methodology.
- Use RTC regional model to assist with determining anticipated traffic volumes.
- Identify locations where pavement widths may be reduced to provide improved/enhanced pedestrian and/or bicycle facilities.
- Evaluate existing street sections to determine if changes are required to better serve all users.
- Develop typical street sections using Complete Streets methodology for a complete and efficient roadway network throughout the City (including the Apex industrial area).
- Develop a City master plan for current and future multi-use paths and bike-ways.
- Identify corridors for transit oriented development.
- Identify right-of-way needs and cost.
- Final report and presentations

Participating Agencies:
- City of North Las Vegas,
- Regional Transportation Commission of Southern Nevada (RTC),
- Nevada Department of Transportation (NDOT),
- City of Las Vegas,
- Clark County School District

Budget:

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Funding Sources
- Consolidated Planning Grant (95%) $ 244,625 $ 0
- Local Match (5%) $ 12,875 $ 0

Expected Products:
Development of a Master Transportation Study for the City of North Las Vegas that includes an updated Master Plan of Streets and Highways.

Schedule:
Start Date: August, 2019
End Date: February, 2021
Time Frame: 18 months
Sub-Task 301-3945-20 – Connecting Neighborhoods Lake Mead Boulevard Corridor Study

Purpose:

As Downtown North Las Vegas continues to redevelop, it is important that a comprehensive study of Lake Mead Boulevard be completed to ensure adequate improvements are made for safe pedestrian, bicycle, automobile and transit travel. Lake Mead Boulevard, from Pecos Road to interstate 15, connects neighborhoods to employment centers, retail centers, new community/civic areas and interstate highway.

The City has several complete street infrastructure projects underway linking various neighborhoods to Lake Mead Boulevard via minor corridors. This study would identify what improvements are needed along Lake Mead to extend multi-modal transportation within this area.

Previous Work:

• CNLV – Complete Streets Policy
• CNLV – Comprehensive Trails and Bikeways Master Plan
• CNLV – Complete Streets Corridor Ranking Study
• CNLV – Major Downtown Corridor Study
• SNRPC – Southern Nevada Strong Regional Policy Plan
• RTC – Regional Schools Multimodal Transportation Access Study
• RTC – Regional Bicycle Gap Analysis
• RTC – Regional Bicycle and Pedestrian Counts
• RTC – Regional Bicycle and Pedestrian Plan for Southern Nevada

Methodology:

• Describe the methodology.
• Review existing information, planned projects, maps and relevant studies
  Identify employment, commercial, recreational and civic destinations along and connecting to Downtown North Las Vegas
• Evaluate current conditions of the pedestrian and bicycle environment
• Identify existing and future roadway traffic volumes and projected growth trends along the corridor and at all major intersections
• Research existing data and studies that quantify pedestrian and bicycle volumes on the corridor.
• Conduct pedestrian and bicycle counts on the corridor if the data does not exist
• Research existing data and studies that quantify transit use along the corridor
• Inventory potential pedestrian/bicycle oriented land uses along the corridor
• Prioritize locations in need of pedestrian and bicycle infrastructure in accordance with safety and mobility benefits to be achieved by implementation.
• Develop critical roadway alternatives including travel lane configurations, speed limit analysis, intersections and mid-block designs, and other feasible strategies
• Evaluate advantages and disadvantages to each roadway alternative
• Draft report, recommendations and presentations
• Develop cost estimates for design, right-of-way and construction of identified improvements
• Identify possible funding sources to supplement existing local and federal funds for implementation of recommended Complete Streets improvements.
• Create a stakeholder outreach program
• Final report and presentation(s)

Participating Agencies:
• City of North Las Vegas,
• Clark County,
• Regional Transportation Commission of Southern Nevada (RTC),
• Clark County School District,
• Nevada Department of Transportation (NDOT),
• Outside Las Vegas Foundation

Budget:

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Funding Sources

- Consolidated Planning Grant (95%) $0 $149,625
- Local Match (5%) $0 $7,875

Expected Products:

• Draft report, near and long term recommendations
• Presentations to City Council, RTC Boards and Committees
• Final report defining and evaluating alternatives, improvement cost estimates, description of right-of-way needs, recommendations, identification of funding mechanisms for implementation, cost of long term maintenance of Complete Street improvements

Schedule and Deliverables:

Start Date: July, 2019
End Date: July, 2020
Expected Duration: 12 months
Sub-Task 301-3950-20 – Livable Centers Study - Project 3 -

Purpose:
The Livable Centers Program is annual program that is led by the Regional Transportation Commission of Southern Nevada (RTC) in partnership with a selected local jurisdiction. The program aims to develop quality, walkable, mixed-use places, increase multi-modal travel choices, improve environmental quality, and promote economic development, housing choices, and better health outcomes. Livable Centers are connected and accessible to multiple modes of travel. Livable centers often times have a catalytic project that has the strength to encourage additional improvements in the area.

Previous Work:
The RTC of Southern Nevada managed and/or assisted jurisdictions on previous and ongoing initiatives that support this planning work. The plans, studies and initiatives are listed below:
- Access 2040 (MPO Regional Transportation Plan, 2017) – Strengthen Regional Economic Competitiveness; Maintain and Enhance Quality of Life for Southern Nevadans; Ensure Sustainable Use of Infrastructure and Resources.
- Southern Nevada Strong (Regional Plan, 2015) – The Livable Centers program aligns with the four themes of the Southern Nevada Strong Regional Plan:
  - Improve Economic Competitiveness and Education;
  - Invest in Complete Communities;
  - Increase Transportation Choice; and
  - Building Capacity for Implementation
- RTC’s On Board Regional Transit Plan-Developed a TOD Briefing Book (April, 2018) – Creating a regional TOD Typology that establishes a region vision
- Livable Centers Study Pilot Program Phase I and Phase II (FY 18 and FY 19)

Methodology:
- Task 1: Community / Stakeholder Engagement:
- Task 2: Existing Conditions & Needs Assessment:
- Task 3: Develop a vision, objectives and strategies of study area
- Task 4: Design guidelines
- Task 5 Draft Study
- Task 6: Implementation of Study outcomes
- Task 7: Performance Measures and tracking outcomes
- Task 8: Final Plan

Participating Agencies:
- A selected local jurisdiction within Clark County and the RTC of Southern Nevada
**Budget:**

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**Schedule and Deliverables:**

- Community and Stakeholder Engagement Plan (09/2020)
- Existing Conditions & Needs Assessment (12/2020)
- Vision, Objectives and strategies (01/2021)
- Draft Study (03/2021)
- Design guidelines (03/2021)
- Implementation of Study (05/2021)
- Performance Measures and tracking outcomes (05/2021)
- Livable Centers Program for FY20 is expected to be completed by 09/30/2021
Sub-Task 301-3960-20 – Maryland Parkway Corridor Transit Oriented Development Plan – City of Las Vegas

Purpose:

The Maryland Parkway Corridor Transit Oriented Development (TOD) Plan is to provide a framework to identify and plan fixed-guideway transit station areas with the greatest potential. Maryland Parkway is a vital corridor for the Las Vegas Valley, extending from McCarran International Airport to Downtown Las Vegas, and connecting many high-activity centers, such as the University of Nevada, Las Vegas (UNLV) and many commercial and residential areas.

Investments in multimodal transportation infrastructure could improve mobility along the corridor for motorists, transit riders, bicyclists and pedestrians enhance that will access to the surrounding areas.

Previous Work:

- Access 2040 – Regional Transportation Plan (2017)
- Southern Nevada Strong – Regional Plan (2015)
- Vision 2045 Downtown Las Vegas Master Plan (2016)
- RTC On Board Regional Transit Plan (2018)
- RTC/EPA Infill Development Strategies (2016)
- RTC Maryland Parkway Environmental Assessment (2018)
- Vision 2045 Downtown Las Vegas Master Plan (2016)

Methodology:

1. Community Stakeholder Engagement: Create a community engagement plan and implement a community engagement process that fosters meaningful participation of stakeholders and the community at large.
2. Existing Conditions and Needs Assessment: Collect any data necessary to evaluate existing transportation and land use conditions and recommend improvements within the project study area.
3. Workforce Housing Plan: Create a plan for 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 (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.
4. Market Analysis of Districts and Transit Stops with greatest TOD: The analysis will identify market readiness, regulatory opportunities and form based zoning needs within the corridor. An analysis will also provide a foundation to guide public and private investment within station areas.
5. Station Area TOD Plans: Draft a TOD plan that will create 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.
6. Value Capture Toolkit: Identify and quantify opportunities for value capture.
7. Performance measures template.
8. Final plan approval with value capture performance measures tracking templates: Develop a final plan report summarizing existing conditions, market analysis, recommended development and infrastructure projects, implementation strategy and all other specific elements.

Participating Agencies:
- Regional Transportation Commission of Southern Nevada (RTC),
- City of Las Vegas

Budget:

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**Funding Sources**

- Consolidate Planning Grant (0%)  
  $ 0          $ 0
- FTA Planning Grant                  
  $ 150,000    $ 150,000
- Local Match                           
  $ 50,000     $ 50,000

Local Match will be paid for by RTC for $50,000 and City of Las Vegas for $50,000.

Expected Products:
- Existing conditions and needs assessment for the Maryland Parkway corridor (02/2020)
- Market Analysis of Transit Stops with greatest TOD (09/2020)
- Workforce Housing Plan (01/2021)
- Station Area TOD Plan (01/2021)
- Value Capture Toolbox (03/2021)
- Performance Measures (05/2021)
- The Maryland Parkway Corridor TOD Plan is expected to be completed by 06/2021

Schedule:
Start Date: Sometime, 2019
End Date: June, 2021
Expected Duration: 2 years
Sub-Task 301-3965-20 – Maryland Parkway Corridor Transit Oriented Development Plan – Clark County

Purpose:

The Maryland Parkway Corridor Transit Oriented Development (TOD) Plan is to provide a framework to identify and plan fixed-guideway transit station areas with the greatest potential. Maryland Parkway is a vital corridor for the Las Vegas Valley, extending from McCarran International Airport to Downtown Las Vegas, and connecting many high-activity centers, such as the University of Nevada, Las Vegas (UNLV) and many commercial and residential areas.

Investments in multimodal transportation infrastructure could improve mobility along the corridor for motorists, transit riders, bicyclists and pedestrians enhance that will access to the surrounding areas.

Previous Work:

- List Prior Studies Here
- Access 2040 – Regional Transportation Plan (2017)
- Southern Nevada Strong – Regional Plan (2015)
- Vision 2045 Downtown Las Vegas Master Plan (2016)
- RTC On Board Regional Transit Plan (2018)
- RTC/EPA Infill Development Strategies (2016)
- RTC Maryland Parkway Environmental Assessment (2018)
- Vision 2045 Downtown Las Vegas Master Plan (2016)

Methodology:

- 1. Community Stakeholder Engagement: Create a community engagement plan and implement a community engagement process that fosters meaningful participation of stakeholders and the community at large.
- 2. Existing Conditions and Needs Assessment: Collect any data necessary to evaluate existing transportation and land use conditions and recommend improvements within the project study area.
- 3. Workforce Housing Plan: Create a plan for 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 (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.
- 4. Market Analysis of Districts and Transit Stops with greatest TOD: The analysis will identify market readiness, regulatory opportunities and form based zoning needs within the corridor. An analysis will also provide a foundation to guide public and private investment within station areas.
- 5. Station Area TOD Plans: Draft a TOD plan that will create 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.
- 6. Value Capture Toolkit: Identify and quantify opportunities for value capture.
- 7. Performance measures template.
• 8. Final plan approval with value capture performance measures tracking templates: Develop a final plan report summarizing existing conditions, market analysis, recommended development and infrastructure projects, implementation strategy and all other specific elements.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada (RTC),
• Clark County

Budget:

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Expected Products:

• Existing conditions and needs assessment for the Maryland Parkway corridor (02/2020)
• Market Analysis of Transit Stops with greatest TOD (09/2020)
• Workforce Housing Plan (01/2021)
• Station Area TOD Plan (01/2021)
• Value Capture Toolbox (03/2021)
• Performance Measures (05/2021)
• The Maryland Parkway Corridor TOD Plan is expected to be completed by 06/2021

Schedule:
Start Date: Sometime, 2019
End Date: June, 2021
Expected Duration: 2 years
Sub-Task 301-3970-20 -  
Applied Behavioral Economics - Research Study

Purpose:  
This study is related to and compliments the On Board Mobility Plan, and the overall Regional Transportation Plan (RTP) developed every four years by the RTC. As the initial On Board project has conducted public outreach and engagement, stakeholder coordination, and research and analysis specific to Southern Nevada, the RTC has determined that the highest value and regional need would be better met with the development of a regional mobility plan that includes a High Capacity Transit (HCT) plan, enhancements to traditional fixed-route bus service, long-term strategies for providing transit service, strategies to address disruptions from emerging transportation technologies, and descriptions of the array of benefits from transit.

Many of the identified goals and outcomes that both On Board and the RTP aim to achieve are reductions in automobile congestion. This means that desired regional growth will rely to a significant degree on demand management as well as the combination of investing in transportation choices and coordinated land use planning.

Managing transportation demand involves changing transportation behavior which is a process that is often more complex than simply presenting alternatives. Behavior insights from psychology help understand the mechanisms that generate intent, break habits and create conditions conducive to long-term change. Applying these in Southern Nevada could help provide a more cost-effective and targeted strategy for RTC’s role in leading and supporting demand management initiatives.

This study will review theories related to transportation demand, test techniques and develop behavioral insights guidance for Southern Nevada. The resulting insights guidance would be produced as a non-technical reference to assist the RTC and regional partners to design more targeted and effective demand management interventions.

Methodology:
- Task 1: Research Agenda – Scan current RTC programs, and other programs in Southern Nevada, and consider the performance measure goals the region is trying to achieve.
- Task 2: Targeted Literature Review – Review and recommend behavioral theories relevant to transportation decision making in Southern Nevada and produce a summary of practical applications for demand management.
- Task 3: Identify a short list of trial concepts that are both based on evidence and feasible to test and include trial budgets and work plans.
- Task 4: Consult – host a review meeting or workshop with RTC and invited stakeholders to discuss the findings, applications, guidance needs and challenges to implementing behavioral insights for demand management.
- Task 5: Report – The final report should contain two primary sections:
  - A technical report outlining the application and benefits of behavioral insights techniques for RTCs own marketing activities, and;
  - A non-technical guide on techniques to improve the targeting and effectiveness of demand management messaging using the behavioral science research.
• Task 6: The project requires a mix of skills to translate complex behavioral science research and theory, through proof-of-concept testing into non-technical advice. It is imperative that the study provides expertise across all aspects of the work described above.

Participating Agencies:
The project is anticipated to be completed concurrently with the On Board Mobility Plan and receive review and input from that study’s Technical Advisory Group. This group is composed of local agency representatives and regional stakeholders.

Budget:

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Funding Sources

| Consolidated Planning Grant (95%) | $133,000 | $0 |
| Local Match (5%) | $7,000 | $0 |

Schedule and Deliverables:
The study will provide both technical and non-technical final reports as deliverables. The study is anticipated to take approximately 12 months to complete.

It is anticipated that this initial study will be followed by a second effort to test specific interventions. That study is envisioned to design small-scale tests of the recommendations to stimulate transit ridership goals in a target group. That study will undertake the designed experiment in the field, collate and report back findings and any recommended refinements.
Sub-Task 301-3975-20
Applied Behavioral Economics – Testing and Implementation

This study will follow up on Sub-Task 301-3970-20, Applied Behavioral Economics – Research Study, which will examine possible strategies to manage transportation demand through changing transportation behavior. The study will take concepts proposed by the research study and test them in the field, in a manner that is controlled by a trial budget and work plan.

Changing travel demand is a process that is often more complex than simply presenting alternatives. Behavior insights from psychology help understand the mechanisms that generate intent, break habits and create conditions conducive to long-term change. Applying these in Southern Nevada could help provide a more cost-effective and targeted strategy for RTC’s role in leading and supporting demand management initiatives.

Managing transportation demand is a key component towards achieving the identified goals and outcomes concerning reducing automobile congestion for the region as described in the On Board Mobility Plan and the Regional Transportation Plan (RTP). Desired regional growth will need to rely to a significant degree on demand management as well as the combination of investing in transportation choices and coordinated land use planning. Applying these in Southern Nevada could help provide a more cost-effective and targeted strategy for RTC’s role in leading and supporting demand management initiatives.

This study will test a list of trial concepts proposed by the preceding research study for encouraging changes in transportation behavior.

Methodology:
1. The consultant will develop a series of behavioral touch points that influence transportation decision making and contribute to the overall objective. For instance, if a goal was to increase ridership on the RTC system, what steps could be taken to expand demand for transit service as well as supply, not only in terms of new capacity, but other elements such as transit stop design, amenities and frequency.

2. The consultant should design a series of interventions to address demand specific to touch points. To encourage a behavior, the consultant should seek to make it EAST - Easy, Attractive, Social and Timely. “Easy” refers to the identification and reduction of friction points to reduce the “hassle factor” of a behavior, thus increasing uptake. “Attractive” refers to capturing one’s attention to help hone their attention on something in a busy world. “Social” refers to the leveraging the direct and indirect social pressure and norms that drive so much of our behavior. “Timely” considers the importance of the timing of an ask in determining the response.

The study would seek to examine approaches to nudge people to:

- Trying It Again - (if they are low frequency users).
- Making It a Habit - (if they are mid frequency users).
- Using it Well - (if they are high frequency users).
3. The study should identify opportunities and scenarios for nudging low frequency users at the most opportune time (such as tourists arriving to the city, or for residents moving to a new home or new job). Different forms of approaches should be tested with control groups.

4. The consultant should measure whether providing nudges to the different categories of potential riders effects changes in their subsequent travel decision making.

This study will review theories related to transportation demand, test techniques and develop behavioral insights guidance for Southern Nevada. The resulting insights guidance would be produced as a non-technical reference to assist the RTC and regional partners to design more targeted and effective demand management interventions.

5. Findings from the study should be delivered to the RTC and other interested stakeholders as presentations as well as in a final report.

Budget:

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Funding Sources

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| Local Match (5%) | $ 0 | $ 10,750|

Schedule and Deliverables:

Start Date: August, 2020
End Date: June, 2021
Sub-Task 301-3980-20 -
Regional Bicycle and Pedestrian Plan Update

Purpose:

The 2017 Regional Bicycle and Pedestrian Plan provides a framework for improving the bicycle and pedestrian environment throughout the urbanized area of Southern Nevada. The actions and investments identified in the plan are envisioned to enhance safety for all roadway users and encourage more people to ride bicycles. The plan update will include: 1) strategic implementation planning and project prioritization, 2) revised bicycle and pedestrian network maps based on completed facilities, 3) identification of cycle track corridors and development of cycle track pilot conceptual plan(s), and 4) an evaluation of health impacts.

Previous Work:
- RTC Regional Bicycle and Pedestrian Plan (2017)
- RTC/NDOT Pedestrian Crash Data (ongoing)
- RTC Pedestrian Comfort Study (in progress)
- North Las Vegas Citywide Pedestrian & Bicycle Plan (in progress)

Methodology:
- Form a Technical Advisory Committee and determine planning and community engagement process.
- Revise the plan maps and GIS data to reflect completed bicycle and pedestrian facilities, facilities that will not be implemented, facilities planned through new studies (i.e. North Las Vegas Citywide Pedestrian and Bicycle Plan), and new priorities.
- Analyze crash corridors and intersections based on recent data and prepare map.
- Revise the transit corridors map as needed per the Transit Mobility Study and identify bicycle facility gaps and needs.
- Identify potential roadway or other alignments that could include to include cycle tracks. Investigate links between proposed cycle tracks and bicycle and transit facilities. Prepare conceptual exhibits for pilot cycle track facilities.
- Evaluate the health impact of the existing bicycle facility network vs. planned improvements.
- Identify successes and challenges in plan implementation; develop new strategies to address challenges as needed.
- Develop a prioritized list of bicycle and pedestrian facility projects. Convene meetings with agency staff to explore integration into existing plans, including Capital Improvement Plans.
- Revisit programs and policies, determine implementation status, and revise as needed.
- Prepare and build regional agreement on a 5-year implementation plan that includes priority actions (projects, programs or policies), roles, timelines, planning-level cost estimates, and funding sources.
- Establish key priority indicators (KPIs), roles, and methods for tracking progress. Gather baseline data for KPIs.
Participating Agencies:
Regional Transportation Commission of Southern Nevada (lead), Southern Nevada Health District, UNLV, Clark County, City of Las Vegas, City of North Las Vegas, Boulder City

Budget:

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Schedule:
The Regional Bicycle and Pedestrian Plan update will be completed by June 2021.
Sub-Task 301-3985-20 -
Regional Walkability Plan

Purpose:
As described in Southern Nevada Strong, the region has “poor (pedestrian) connectivity, high pedestrian fatalities, and a lower Walk Score than other Intermountain West metro areas”. Single-use development patterns, wide roadways with high-speed traffic, and modest pedestrian facilities have contributed to challenging conditions for people walking or using wheelchairs. The Regional Walkability Plan will identify the infrastructure, land use and urban form, programs, and policies needed to encourage walking in Southern Nevada.

Previous Work:
- Las Vegas Downtown Pedestrian Circulation Study (2008)
- Las Vegas Boulevard North Land Use, Transit & Pedestrian Study (2009)
- Henderson Downtown Pedestrian Circulation Study (2013)
- Regional Pedestrian Infrastructure Inventory and Analysis (2014)
- Regional Bicycle and Pedestrian Counts Study (2015)
- Regional Bicycle and Pedestrian Counts, Phase 2 (2017)
- RTC Regional Bicycle and Pedestrian Plan (2017)
- School Walk Audits (2017)
- Safe Routes to School Strategy (2017)
- RTC/NDOT Pedestrian Crash Data (ongoing)
- RTC Pedestrian Comfort Study (in progress)
- North Las Vegas Citywide Pedestrian & Bicycle Plan (in progress)
- Transit Mobility Study (in progress)

Methodology:

Work Plan Development
- Determine the plan scope and geographic area; identify pedestrian corridors and high need areas/zones that will be focus of the study.
- Develop the planning and community engagement process, including creative branding that may be used to promote walking following the study.

Existing Conditions
- Review and evaluate existing plans, studies, crash data, demographics data, policies, and programs. Prepare base maps related to existing conditions, which may include pedestrian crashes, walk mode share, pedestrian activity nodes, and demographics/equity.
- Based on existing studies and stakeholder input, summarize opportunities and challenges related to infrastructure, land use and urban design, comfort and interest.
- Evaluate existing GIS and/or LIDAR data for existing sidewalks, trails, sidewalk and trail gaps, amenities, obstacles (i.e. utility poles, safety hazards) and crossings. Where critical data gaps exist, complete an inventory or field work as needed.
• Compare existing conditions with planned pedestrian facilities identified in local and regional plans (i.e. Regional Bicycle and Pedestrian Plan). Confirm status in collaboration with local agencies.
• Assess pedestrian needs surrounding existing and future transit lines for improved “first and last-mile” connections.
• Prepare a preliminary existing facilities and gap analysis map, which includes existing infrastructure, key destinations and pedestrian activity centers, and pedestrian network gaps.

Vision, Goals & Strategies
• Build agreement on a regional walkability vision and goals.
• Evaluate the existing pedestrian infrastructure, urban design, and level of comfort in relationship to the region’s walkability vision; identify infrastructure, urban design, program, and policy gaps.
• Develop recommended strategies related to potential projects, policies and programs, and priority focus areas.
• Identify opportunities to apply techniques identified in the RTC Pedestrian Comfort Toolbox.
• Identify and map the new vision, which may include a high-comfort, primary pedestrian network and activity nodes.

Implementation & Demonstration Project
• Prepare an implementation plan that documents specific projects/actions, roles, timelines, planning level cost estimates, and potential funding sources.
• Address roles, budgets, and funding sources related to operations and maintenance as needed.
• Identify key performance indicators and roles for tracking progress.
• Complete a pilot installation or demonstration project to kick-start implementation and celebrate plan completion.

Participating Agencies:
Regional Transportation Commission of Southern Nevada (lead), Southern Nevada Health District, UNLV, Clark County, City of Las Vegas, City of North Las Vegas, Boulder City
**Budget:**

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**Schedule:**

The project will be initiated in December 2019 with adoption of a final plan by June 2021.
Purpose:
With chronic disease and obesity on the rise across the United States, national attention is being focused on how the built environment affects community health. The link between health and land use policies, transportation plans and systems, and general planning policies is well documented. Yet, the majority of planning organizations, transportation authorities, and elected bodies across the United States do not currently consider the community health impacts of planning decisions and policies within their respective regions.
As public health organizations express a growing concern over the health impacts of the built environment, it has become necessary to understand how the economic costs and benefits of health are important to the overall economic costs and benefits of transportation projects and planning policies. This is typically understood through the use of Health Impact Assessments (HIAs) at either the regional or project-specific level. The purpose of the Regional RTC HIA Standards & Cost-Benefit Analysis is to develop a broad standard for conducting HIAs on RTC planning activities and transportation projects, and to conduct a regional HIA on the existing costs and benefits of the Regional Transportation Plan (RTP).

Previous Work:
- Southern Nevada Health District Community Obesity Survey (2010)
- Southern Nevada Community Health Assessment and Improvement Plan (2016)
- Southern Nevada Strong, Regional Plan (2015)
- Access 2040, Regional Transportation Plan (RTC Regional Transportation Plan (2017)

Methodology:
- Identify key stakeholders, convene planning team, and determine planning and community engagement process.
- Complete a literature review, evaluate previous local health-related research and studies, and conduct stakeholder interviews and focus groups.
- Develop health impact assessment research questions, health determinants, and scope for conducting HIAs.
- Prepare regional transportation health impact assessment standard methodology and interactive tool.
- Evaluate health costs related to existing transportation infrastructure and develop a cost-benefit analysis tool for use in future transportation project and plan decision-making.

Participating Agencies:
Regional Transportation Commission of Southern Nevada (lead), Southern Nevada Health District, UNLV
Budget:

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Schedule:
The project will be completed in parallel with the upcoming Regional Transportation Plan update, with kickoff by January 15, 2021 and approval of the final report by December 15, 2021.
Sub-Task 301-3995-20 - Livable Centers Study - Project 4

Purpose:
The Livable Centers Program is an annual program that is led by the Regional Transportation Commission of Southern Nevada (RTC) in partnership with a selected local jurisdiction. The program aims to develop quality, walkable, mixed-use places, increase multi-modal travel choices, improve environmental quality, and promote economic development, housing choices, and better health outcomes. Livable Centers are connected and accessible to multiple modes of travel. Livable centers often times have a catalytic project that has the strength to encourage additional improvements in the area.

Previous Work:
The RTC of Southern Nevada managed and/or assisted jurisdictions on previous and ongoing initiatives that support this planning work. The plans, studies and initiatives are listed below:
- Access 2040 (MPO Regional Transportation Plan, 2017) – Strengthen Regional Economic Competitiveness; Maintain and Enhance Quality of Life for Southern Nevadans; Ensure Sustainable Use of Infrastructure and Resources.
- Southern Nevada Strong (Regional Plan, 2015) – The Livable Centers program aligns with the four themes of the Southern Nevada Strong Regional Plan:
  - Improve Economic Competitiveness and Education;
  - Invest in Complete Communities;
  - Increase Transportation Choice; and
  - Building Capacity for Implementation
- RTC’s On Board Regional Transit Plan—Developed a TOD Briefing Book (April, 2018) – Creating a regional TOD Typology that establishes a region vision
- Livable Centers Study Pilot Program Phase I and Phase II (FY 18 and FY 19)

Methodology:
- Task 1: Community / Stakeholder Engagement:
- Task 2: Existing Conditions & Needs Assessment:
- Task 3: Develop a vision, objectives and strategies of study area
- Task 4: Design guidelines
- Task 5: Draft Study
- Task 6: Implementation of Study outcomes
- Task 7: Performance Measures and tracking outcomes
- Task 8: Final Plan

Participating Agencies:
- A selected local jurisdiction within Clark County and the RTC of Southern Nevada
## Budget:

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Schedule and Deliverables for FY21

- Community and Stakeholder Engagement Plan (09/2021)
- Existing Conditions & Needs Assessment (12/2021)
- Vision, Objectives and strategies (01/2022)
- Draft Study (03/2022)
- Design guidelines (03/2022)
- Implementation of Study (05/2022)
- Performance Measures and tracking outcomes (05/2022)
- Livable Centers Program for FY 2020 is expected to be completed by 09/30/2022
Sub-Task 301-9115-20 - Planning and Infrastructure Needs for Emerging Transportation Technologies

Purpose:
Substantial and rapid technology advances are happening in the transportation field, including autonomous vehicles, connected vehicle technologies, commercial drones (unmanned aerial vehicles), transportation network companies, and increasing market adoption of electric vehicles. These developments have the potential to trigger significant changes in transportation safety, costs, resource consumption, mobility, and other important areas. But any benefits can only be achieved if the transportation system can effectively accommodate and leverage these emerging technologies. This study will examine current, anticipated, and potential trends relating to various new and developing transportation technologies to identify challenges and opportunities related to the RTC’s transportation infrastructure planning over near-, mid-, and long-term horizons.

Previous Work:
• Traffic Signal Timing Strategies in Las Vegas;
• Regional Transportation Plan

Methodology:
Review current and recent research and literature on development and projections for adoption of relevant emerging transportation technologies, including autonomous vehicles, drones, connected vehicles, shared vehicle ownership models, and transportation network companies.

• Identify and summarize recent examples of MPO or city planning activities that have addressed emerging transportation technologies. Identify policies adopted by other agencies related to emerging transportation technologies.
• Summarize current state of knowledge or practice related to transportation infrastructure needs or characteristics necessary to accommodate emerging transportation technologies.
• Develop potential timelines showing likely or potential levels of adoption of different emerging vehicle technologies and potential impacts on relevant planning-related outcomes and measures of transportation system performance.
• Develop policy and planning alternatives appropriate for current and future levels of adoption of different emerging vehicle technologies.
• Identify any relevant fiscal impacts from emerging vehicle technologies and different levels of policy and planning-related responses at the regional or local level.
• Convene a stakeholder advisory committee comprised of representatives from local jurisdictions and other stakeholders. Solicit feedback from the stakeholder committee at key milestones.
• Present to RTC and local jurisdictions at key milestones, as needed.
• Prepare a draft final report and present to the stakeholder committee for feedback and direction. Revise report as needed.
Participating Agencies:

- Regional Transportation Commission of Southern Nevada (Lead Agency), Clark County, City of Henderson, City of Las Vegas, City of North Las Vegas, City of Boulder City, City of Mesquite, Nevada Department of Transportation, University of Nevada Las Vegas

Budget:

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Schedule and Deliverables:

Start Date: July, 2020
End Date: June, 2021.

The final deliverable will be a report analyzing trends in emerging transportation technologies and challenges and opportunities related to the RTC’s transportation infrastructure planning over the near-, mid-, and long-term horizons.
Sub-Task- 301-9125-20 – Boulder Highway Multimodal Transportation Investment Study

Objective:
Identify and analyze potential improvements to Boulder Highway between Wagonwheel Dr. and Charleston Blvd. The study should focus on overall right-of-way management and allocation based on the needs of all users. Special consideration should be given to technology solutions specifically suited to the corridor. The study should identify overall transportation system and safety improvements including but not limited to: Intelligent Transportation Systems (ITS) applications; access management; transit improvements; pedestrian and bicycle facility improvements; the number of potential travel lanes; intersection modifications and potential for signal timing coordination; along with cost estimates. The study should also evaluate the impact on traffic operations along Boulder Highway resulting from possible major developments on adjoining land.

Task 1: Project Management

1.1 Invoicing and Progress Reports - Prepare the monthly progress reports, invoices, and billing.

1.2 Coordination - An initial meeting with RTC and participating area agencies will be organized to establish study goals and objectives. Coordination with the RTC project manager and staff will be ongoing throughout the project.

Task 2: Existing Conditions Analysis

2.1 Review existing studies that are relevant to the Boulder Highway Corridor Study and incorporate into the corridor study. Examples include the Southern Nevada Strong Plan, the RTC Regional Transportation Plan and any other plans and studies.

2.2 Collect peak hour AM and PM turning movement data and bicycle and pedestrian counts on major intersections along the study corridor. Collect 24 hour traffic counts on weekdays. Collect signal timing/phasing data, travel time and delay data. Collect pedestrian counts on the selected time and locations in the study area.

2.3 Collect information about zoning, current land use, important origins and destinations, and planned land use. Coordinate with any major land use developments that have the potential to impact travel demand or traffic operations in the study corridor.

2.4 The consultant will analyze, adjust, and run the provided RTC TransCad travel demand model to perform the following tasks. RTC has developed projections for the horizon years 2020, 2030, and 2035 based on the projects identified in the 2013-2035 Regional Transportation Plan.
2.5 Develop a no-build travel demand scenario to identify bottlenecks, highway/roadway capacity constraints, and limitations of existing transit system.

2.6 Analyze and adjust the RTC travel demand model horizon years to reflect the development identified in the collected studies and plans. Make any adjustments to the travel demand model network and code the growth according to the schedule identified in the plans and studies.

2.7 Analyze RTC travel model projections to review any deficiencies in the roadway network for the 2020, 2030 and 2035 horizon years already developed by the RTC.

2.8 Collect and analyze origin and destination patterns by spot survey in the corridor.

2.9 Analyze corridor performance based on the data collected. Prepare Multi-Modal Level of Service (MMLOS) analysis for different modes of transportation.

Develop existing and 2035 traffic volumes along the corridor and at major intersections.

2.10 Develop and perform micro-simulation utilizing dynamic traffic assignment for the corridor in developing alternatives

2.11 Conduct travel time and delay study and analyze freight movement and document vehicle classification.

2.12 Analyze Boulder highway as an emergency alternative route to I-515.

2.13 Identify existing right of way and roadway geometrics and analyze driveway access, driveway turning radius, number of driveways, driveway corner clearance, raised driveways, flood control facilities and underground utilities.

2.14 Safety Analysis – Collect most recent 5-year crash statistics to identify potential safety issues. Identify crash locations and the nature of the crash.

2.15 Inventory of transit, pedestrian/bicycle facilities:
   - Document location and condition of bus stops, sidewalks, crosswalks and bicycle facilities.
   - Document sidewalk and intersection lighting
   - Identify levels of pedestrian, transit and parking use:
   - Analysis of transit boarding data
   - Use of any prior research
   - Supplement by spot surveys of selected locations
   - Identify and document ADA accessibility improvements

2.16 Conduct an intersection lighting analysis to determine the optimal lighting conditions, especially at intersections with pedestrian activity.
Task 3: Public, Stakeholder and Agency Involvement

3.1 Facilitate monthly Technical Advisory Committee (TAC) meetings that will be held during the 18 month planning study to review study issues and results. The membership of the TAC is to be defined in cooperation with RTC.

3.2 Develop a public participation plan to facilitate and maximize public information gathering across multiple formats. This may include open-house meetings, go to-them meetings, and online surveys.

3.3 Hold up to five stakeholder meetings with local business or elected officials/community groups.

3.4 Facilitate up to two day-long planning workshops to collaborate with local residents, businesses, and property owners as well as local government staff regarding planning and design issues in the corridor.

Task 4: Develop and Evaluate Alternatives

4.1 Transit Improvements – Develop and evaluate short and long term transit improvements.

4.2 Pedestrian and Bicycle Improvements – Develop and evaluate improvements to pedestrian and bicycle facilities, including sidewalks, bicycle lanes, and streetscape improvements

4.3 Freight movement, parking and Access Management Improvements – Develop and evaluate alternatives to reduce vehicle conflicts, improve traffic flow, and adequately meet the needs for access and parking of local businesses.

4.4 Roadway and Traffic Improvements - Develop and evaluate short and long term roadway and intersection improvements in the context of complete streets and other state of the art traffic safety and calming improvements, including flood control facilities and utility improvements.

4.5 Technology Improvements – Develop and evaluate intelligent transportation system improvements to improve the communication, detection, and response of the transportation network to the users along the corridor (e.g. v-to-x communication, smart city infrastructure).

Task 5: Development of recommended Improvement strategies:

5.1 Develop early action items and short term design and technology improvement recommendations to meet the multimodal demand of the corridor.

5.2 Develop long term improvement recommendations to meet the multimodal demand of the corridor.

5.3 Recommendations should be developed in the context of community and by accommodating all users.

5.4 Recommendations should be developed in the context of complete streets concepts in accordance to the NDOT Complete Streets Policy and RTC’s guideline.
5.5 Identify any other best practice design concepts and strategies to the TAC which can be utilized in developing policies and recommendations.

5.6 Develop footprints and conceptual cross sections showing recommendations. At least two alternatives should be developed for the corridor.

5.7 Develop detailed concepts of alternatives with cross sections.

5.8 Develop rendering of the concepts showing entire corridor. The proposed conceptual/sections should be consistent throughout the corridor.

**Task 6: Prepare policies and implementation plan to meet the demand and identify the schedule of recommended improvements**

6.1 Develop policies to implement the recommendations.

6.2 Identify the steps and agencies to implement recommendations and policies.

6.3 Identify funding sources and develop cost estimates.

6.4 Develop a time-phased implementation plan based on the pace of anticipated development and travel demand growth.

**Task 7: Report Preparation**

7.1 Existing Conditions/Definition of Alternatives Report – Prepare a report to document existing conditions, needs, and the preliminary alternatives to be considered in the evaluation.

7.2 Draft Report - Prepare draft report including graphics and illustrations of alternatives. The report will include conceptual design level plan for roadway improvements, concept layouts, cost estimates, right of way needs, plan view, and cross sections.
Task 8: Deliverables

8.1 Meeting materials and displays for public, stakeholder, and TAC meetings.

8.2 Prepare a draft final report which documents study findings, activities, and present study results. Distribute the draft report in PDF format to TAC members and provide one electronic and one hard copy to the RTC and NDOT for distribution.

8.3 Develop an executive summary both in English and Spanish as part of the final draft report

8.4 Revise the draft report based on the input from the study Technical Advisory Committee and RTC.

8.5 Prepare final report and distribute it to TAC members in PDF format and provide a bound copy and one original unbound paper copy. Provide an electronic copy in the PDF format and a copy in a commonly used editable format as agreed with RTC.

8.6 Make maximum of three (4) study presentations to the Regional Transportation Commission, Executive Advisory Committee, NDOT Transportation Board and any other committees.

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Schedule:
Study completion by June, 2020
Sub-Task 301-9225-20 -
Bruce Street Green and Complete Street - Charleston Boulevard to North Las Vegas Boulevard

Purpose:
The objective of the study is to determine the feasibility of a Complete Street on Bruce Street between North Las Vegas Boulevard and Charleston Boulevard. The addition of bike lanes and pedestrian improvements will connect Downtown North Las Vegas with the Cashman Center, Downtown Las Vegas, the Spencer Greenway Transportation Trail, and south to UNLV. The study should build on the conceptual designs developed with the EPA Making a Visible Difference in Communities Bruce Street study, develop feasible connections to key areas within the corridor (including transit hubs and redevelopment areas), explore public space opportunities under the US 95 freeway, and examine circulation and pedestrian safety improvements at the intersections of the three CCSD schools along the corridor.

Previous Work:
• 2017 - Spencer Greenway and UNLV Bike Plan (RTC);
• 2017 - Regional Bicycle and Pedestrian Plan for Southern Nevada (RTC)
• 2016 - Bruce Street - Making a Visible Difference in Communities (Environmental Protection Agency and RTC)
• 2015 - Spencer Greenway Feasibility Study (National Parks Service/RTC)
• 2015 - City of Las Vegas Downtown Master Plan
• 2014 - Rafael Rivera Walkable Community Plan (City of Las Vegas)
• City of North Las Vegas – Complete Streets Policy
• City of North Las Vegas – Complete Streets Corridor Ranking Study
• City of North Las Vegas – Master Plan of Streets and Highways
• City of North Las Vegas – North 5th Street Transit Supportive Concept Plan
• Southern Nevada Regional Planning Coalition – Southern Nevada Strong Regional Policy Plan
• Clark County School District / RTC – Safe Routes to School Walk Audits
• RTC – Northeast Valley Transportation Network Study (underway)
• RTC – Truck Arterial Route Study (underway)
• RTC – Southern Nevada Regional Goods Movement Master Plan
• RTC – Regional Schools Multimodal Transportation Access Study
• RTC – Decatur Boulevard Transit Study
• RTC – Regional Bicycle Gap Analysis
• RTC – Regional Bicycle and Pedestrian Plan for Southern Nevada

Methodology:
• Based on prior studies and existing conditions, develop alignment alternatives for a multi-modal complete street along the Bruce Street Corridor. It is expected that the areas already analyzed by the EPA Bruce Street study will further refined.
• Develop alternatives showing connections to the Spencer Greenway Trail, US 95 Trail, Cashman Center and Downtown North Las Vegas.
• Develop strategies for interagency coordination, developing and funding public/green spaces under the US 95 Freeway
• Where applicable, develop recommendations for pedestrian and auto circulation enhancements at locations adjacent to CCSD facilities.
• Develop a draft and final report with short and long term recommendations for the corridor. The report should also describe the definition and evaluation of alternatives, preliminary cost estimates, description of right-of-way needs, recommendations, description of recommended project concept and financing mechanisms, and cost estimates for implementation and operating support.
• Explore connections to transit stops at Charleston, Fremont, Lake Mead and other high traffic areas.

Participating Agencies:
• City of Las Vegas (lead agency), City of North Las Vegas, Clark County School District, Nevada Department of Transportation, Regional Transportation Commission of Southern Nevada;

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Schedule and Deliverables:
Develop a draft and final report with short and long term recommendations, including any applicable presentations. Ideally, the report would serve as a template design for other Complete and Green streets. Report topics and recommendations should address the elements identified as "Task Elements."

Start Date: May, 2018.
End Date: June, 2020.
Sub-Task 301-9230-20 –  
Citywide Pedestrian and Bicycle Plan

Purpose:
The objective of the Citywide Pedestrian & Bicycle Plan (CPB) is to design a comprehensive network of active transportation routes and establish corresponding design criteria, guidelines, goals, objectives, and policies. This study will be focused on the City of North Las Vegas.

Previous Work:
• City of North Las Vegas – Complete Streets Policy
• City of North Las Vegas – Comprehensive Trails and Bikeways Master Plan
• City of North Las Vegas – Complete Streets Corridor Ranking Study
• City of North Las Vegas – Northern Beltway Trail Alignment and Connectivity Study
• City of North Las Vegas – Major Downtown Corridor Study
• Southern Nevada Regional Planning Coalition – Regional Open Space Plan
• Southern Nevada Regional Planning Coalition – Southern Nevada Strong Regional Policy Plan
• Southern Nevada Health District – Trail Usage Data from Neon to Nature Way-finding Program
• CCSD – Safe Routes to School Walk Audits
• RTCNV – Regional Schools Multimodal Transportation Access Study
• RTCNV – Decatur Boulevard Transit Study
• RTCNV – Regional Bicycle Gap Analysis
• RTCNV – Regional Bicycle and Pedestrian Counts
• RTCNV – Regional Bicycle and Pedestrian Plan for Southern Nevada (2017)

Methodology:
• Review existing information, planned projects, maps and relevant studies
• Review and update design criteria, goals and policies included in the City’s Comprehensive Trails and Bikeways Master Plan (2011)
• Identify employment, commercial, recreational and civic destinations within the City and within southern Nevada
• Develop methodology for facility selection and route prioritization
• Develop a new Active Transportation Map with existing facilities and planned facilities
• Develop information and materials for the City of North Las Vegas website regarding the existing and planned bicycle, trail and sidewalk system including a map and graphics.
• Develop a Citywide Pedestrian and Bicycle safety and awareness outreach program.
• Create a stakeholder outreach program.
• Final report and presentation(s)

Participating Agencies:
• City of North Las Vegas (lead agency), Clark County, Regional Transportation Commission of Southern Nevada, Clark County School District, Southern Nevada Health District, Outside Las Vegas Foundation, Nevada Department of Transportation
**Budget:**

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**Schedule and Deliverables:**
Develop and release a citywide Pedestrian & Bicycle Plan for the City of North Las Vegas by May, 2020.
Sub-Task 301-9245-20 –
School Trip Generation and Siting Study

Purpose:
Commonly used trip generation rates do not appear to accurately reflect the traffic impacts of local public, private and charter schools. For instance, charter schools do not draw from surrounding neighborhoods in the manner that public schools do, as a result there is a much higher rate of students arriving and departing by car. Research is needed to better understand the amount of traffic actually generated by local schools and the impact on the surrounding infrastructure. This research will be utilized to create effective development standards to more adequately handle the siting, queuing, parking, and street traffic.

Previous Work:
• Regional Schools Multimodal Transportation Access Study (2015);
• Various studies conducted nationally regarding current school trip generation rates

Methodology:
• Data collection,
• Analysis,
• Final Report

Participating Agencies:
Regional Transportation Commission of Southern Nevada, City of Henderson, Clark County, City of Las Vegas, City of North Las Vegas

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Schedule and Deliverables:
The main deliverable will be a report of locally-developed school-focused trip generation, queuing and parking rates (similar to the Resort/Hotel and Casino rates generated and used locally).

Start date: November, 2017
End date: June, 2020
Sub-Task 301-9250-20 – Livable Centers Study – Project 1

Purpose:
The overall goal of the Livable Centers Study is to foster multimodal access and connectivity, a mix of uses, a diversity of housing options, and a sense of place. The study’s conceptual framework and resulting catalyst projects should encourage walkability, connections within and between the nodes of community activity, and built environment strategies that support a strong and diverse economy. The Livable Centers Study should create a plan for the area that analyzes the safety and quality of the public realm, identifies existing as well as potential future pedestrian generators, and provides design solutions for an enhanced, attractive, connected and safe pedestrian environment.

All recommendations should be based on strengthening the area’s existing best characteristics while providing real strategies and a road map for implementing improvements over time. Recommendations should include actions for the local jurisdiction to take, including potential changes to zoning and/or city codes and ordinances. Recommended projects and/or strategies should include potential funding mechanisms such as public-private partnerships and investment opportunities. An implementation plan should consider the benefits and consequences of each recommendation, and identify proposed implementation timing and funding opportunities.

The community selected for the initial pilot program is the Deer Springs neighborhood in the City of North Las Vegas. The City of North Las Vegas will work as the local partner on the study.

Previous Work:
• Southern Nevada Strong, Regional Transportation Plan - Access 2040
• Regional Bicycle and Pedestrian Plan,
• RTC Complete Streets Study,
• RTC Complete Streets Design Guidelines for Livable Communities.

Methodology:
• Issue a call for projects to local jurisdictions,
• Select FY20 Livable Centers Study - Phase I partner,
• Develop scope and issue RFP for consultant team,
• Select consultant team,

Anticipated project tasks:
• Task 1 -- project management
• Task 2 -- needs assessment
• Task 3 -- develop conceptual plan
• Task 4 -- designs for proposed recommendations
• Task 5 -- implementation plan for proposed recommendations
• Task 6 -- stakeholder engagement
• Task 7 -- final report
### Sub-Task 301-9250-20

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**Participating Agencies:**

- Regional Transportation Commission of Southern Nevada,
- City of North Las Vegas

**Schedule and Deliverables:**

The final deliverable is a Livable Centers Study plan document with proposed infrastructure improvements and redevelopment opportunities, as well as documented public support developed through outreach during the planning process. This phase of the study will take place in the Deep Springs community of the City of North Las Vegas.

Start Date: August, 2017
End Date: June, 2020
Sub-Task 301-9270-20 - Livable Centers Study – Project 2

Purpose:
The overall goal of the Livable Centers Study is to foster multimodal access and connectivity, a mix of uses, a diversity of housing options, and a sense of place. The study’s conceptual framework and resulting catalyst projects should encourage walkability, connections within and between the nodes of community activity, and built environment strategies that support a strong and diverse economy.

The Livable Centers Study should create a plan for the area that analyzes the safety and quality of the public realm, identifies existing as well as potential future pedestrian generators, and provides design solutions for an enhanced, attractive, connected and safe pedestrian environment. All recommendations should be based on strengthening the area’s existing best characteristics while providing real strategies and a road map for implementing improvements over time. Recommendations should include actions for the local jurisdiction to take, including potential changes to zoning and/or city codes and ordinances. Recommended projects and/or strategies should include potential funding mechanisms such as public-private partnerships and investment opportunities. An implementation plan should consider the benefits and consequences of each recommendation, and identify proposed implementation timing and funding opportunities.

Previous Work:
• Southern Nevada Strong, Regional Transportation Plan - Access 2040
• Regional Bicycle and Pedestrian Plan,
• RTC Complete Streets Study,
• RTC Complete Streets Design Guidelines for Livable Communities.

Methodology:
• Issue a call for projects to local jurisdictions,
• Select FY19 Livable Centers Study Phase II partner,
• Develop scope and issue RFP for consultant team,
• Select consultant team,
• Anticipated project tasks:
  o Task 1 – project management
  o Task 2 – needs assessment
  o Task 3 – develop conceptual plan
  o Task 4 – designs for proposed recommendations
  o Task 5 – implementation plan for proposed recommendations
  o Task 6 – stakeholder engagement
  o Task 7 – final report

Participating Agencies:
• Regional Transportation Commission of Southern Nevada,
• Local stakeholders to be determined
Budget:

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Schedule and Deliverables:

The final deliverable is a Livable Centers Study plan document with proposed infrastructure improvements and redevelopment opportunities, as well as documented public support developed through outreach during the planning process.

Start Date: July, 2019
End Date: June, 2020
Sub-Task 301-9275-20 -
Stadium District Transportation Plan

Purpose:
The goal of this project is to create a transportation plan for an area of approximately 2.5 square miles around an approved 65,000 seat NFL Stadium being constructed in Clark County. The area is bounded by Harmon Avenue on the north, the Union Pacific Railroad on the west, Clark County 215 freeway on the south, and Las Vegas Boulevard South on the east, the area consists of warehouse and industrial development, a regional shopping center (Town Square), and a golf course (Bali Hai Golf Club).

This study will coincide with the Clark County Stadium District Land Use Plan that is being developed to craft a vision and land use recommendations for the area. This study will seek to:
   a) Create multimodal travel choices;
   b) Enhance the quality of life;
   c) Improve environmental quality;
   d) Promote a strong vibrant economy; and
   e) Improve public health.

Previous Work:
   • Regional Bicycle and Pedestrian Plan for Southern Nevada
   • Southern Nevada Strong – Regional Plan
   • Modeling and Analysis of Walkability in Suburban Neighborhoods in Las Vegas
   • Regional Transportation Plan – 2017 to 2040
   • Regional Schools Multimodal Transportation Access Study
   • Regional Bicycle Network Gap Analysis
   • Transportation Investment Business Plan
   • Las Vegas NFL Stadium Sites – Traffic Assessment
   • Southern Nevada High Occupancy Vehicle Plan

Methodology:
   • Development of public survey on transportation in area.
   • Conduct stakeholder advisory meetings and public open houses.
   • Conduct key stakeholder interviews.
   • Review of existing studies.
   • Field investigation tour of existing conditions.
   • Base mapping and gap analysis.
   • Existing network analysis.
   • Draft plan development and final report presentation.
Participating Agencies:
- Clark County Department of Comprehensive Planning,
- Clark County Department of Public Works,
- Clark County Department of Aviation,
- Regional Transportation Commission of Southern Nevada (RTC),
- Nevada Department of Transportation (NDOT),
- Union Pacific Railroad (UPRR)
- Las Vegas Raiders organization

Budget:

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Funding Sources
- Consolidated Planning Grant (95%)  | $150,684 | $0  |
- Local Match (5%)               | $7,931   | $0  |

Schedule and Deliverables:

The project consultant will summarize the major findings defining the condition of existing bicycle, pedestrian and transit facilities within the study area. They will also produce a listing of proposed improvements to the existing transportation network to improve transit, pedestrian, and bicycle mobility in the stadium district. These should reference the design guidelines for bicycle and pedestrian facilities as listed in the 2017 RTC Regional and Bicycle Pedestrian Plan.

Start: February, 2019
End: June, 2020
Sub-Task 301-9285-20 –
Transit Oriented Development Implementation Study

Purpose:
The Southern Nevada Transit Oriented Development Implementation Study will be a component of implementing the On Board Transit Plan. The objective is to create financing, design and housing, employment standards for up to four Transit Oriented Development (TOD) priority site locations along the approved high capacity transit (HCT) corridors. The RTC will work with each jurisdiction in planning and designing one of their priority transit oriented developments on an identified/approved HCT corridor.

Previous Work:
• Southern Nevada Strong (SNS) Regional Plan,
• On Board Transit Plan,
• RTC Regional Transit Plan,
• RTC-Boulder Highway Multimodal Transportation Investment Study,
• LVGEA - CEDS, Henderson Strong, City of Las Vegas Mobility Master Plan,
• Maryland Parkway Environmental Assessment

Methodology:
• Establish and manage a TOD Stakeholder group, composed of jurisdiction staff from RTC and local member agencies. The Stakeholders will meet regularly to provide input and discuss technical work products.
• Each jurisdiction will have “TOD staff workshop” to refine and scenario plan the jurisdiction’s TOD site location.

Participating Agencies:
• Regional Transportation Commission of Southern Nevada (RTC),

Budget:

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Schedule and Deliverables:
Final deliverable will consist of a final report that will be presented to the Planning Commission, City Council of each city and also to the Clark County Commission.
Start Date: August, 2017
End Date: June, 2020
**Task 302, Intelligent Transportation Systems Planning**

The Regional Transportation Commission, though the Freeway and Arterial System of Transportation (FAST) unit has played a major role in the development of ITS systems in the Southern Nevada region. The MPO has provided support to these activities by funding capital investments in the RTP and TIPs.

Further development of the FAST system is also supported by the inclusion of ITS-related planning activities in the UPWP.

Activities comprise an investigation of how best to update signal timing strategies to respond to changing patterns of traffic.

This activity requires extensive professional support from outside consultancies. The costs of professional services contracts are included under Task 302.

Task 302 includes the RTC Staff Costs associated with the procurement of professional services contracts and their administrative and financial oversight.

Specific Sub-Tasks are:

302-9265-20 - Transportation Data Governance Pilot Study

**Task 302, Fiscal Years 2020-2021 Budget**

The following costs are included under Task 302:

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**The Source for funds for Task 302 are:**

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No studies in Task 302 have been identified for the FY 2020- FY 2021 Unified Planning Work Program.
Appendix 1 - Southern Nevada Regional Planning Prospectus

The purpose of this Prospectus is to outline the roles and responsibilities of the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission of Southern Nevada (RTCSNV), as required by 23 CFR Section 450.314. The Prospectus was first incorporated into the Unified Planning Work Program (UPWP) in Fiscal Year 2014.

I. General Roles & Responsibilities

RTCSNV will perform the transportation planning process for the Southern Nevada Metropolitan Planning Area (the region) and develop procedures to coordinate transportation planning activities in accordance with applicable federal regulations and guidance. The region is defined as the County of Clark in the State of Nevada and includes the incorporated cities of Boulder City, Henderson, Las Vegas, Mesquite, and North Las Vegas as well as unincorporated areas of the County.

The transportation process will, at a minimum, consist of:

A. Development of an annual Unified Planning Work Program (UPWP) that lists and describes all transportation planning studies and tasks to be completed during the year.

B. Development and update of a long-range, multimodal metropolitan transportation plan, known as the Regional Transportation Plan (RTP).

C. Development and maintenance of a short-range regional transportation improvement program (TIP).

D. Financial planning to ensure plans and programs are fiscally constrained within anticipated funding levels.

E. Development of planning studies and system performance monitoring, including highway corridor and intersection studies, transit system studies, application of advanced computer techniques, and transportation data collection and archiving.

F. Public outreach to the community throughout the transportation planning process, including the electronic dissemination of reports and supporting information on the RTCSNV website, and consideration of public comments. Public outreach activities should take into account the needs of persons with limited proficiency in English.

G. Ensuring low income or minority populations, including the elderly and persons with disabilities, are not significantly or disproportionately impacted.

H. Development and implementation of a Congestion Management Process (CMP) as appropriate.

I. Ensuring plans, projects, and programs are consistent with, and conform to, air quality goals for reducing transportation-related emissions and attaining National Ambient Air Quality Standards.
II. The Regional Transportation Plan (RTP)

The RTP will be prepared and compiled through a cooperative process between federal agencies, the Nevada Department of Transportation, RTCSNV (including RTCSNV in its capacity as the provider of public transportation), the Clark County Department of Air Quality (acting under delegated authority as the Air Agency for Southern Nevada), and the local city and county governments in the region.

Responsibilities of the Regional Transportation Commission

A. The RTCSNV will be responsible for preparing and developing the Regional Transportation Plan (20-25 year time frame). The RTP will be converted into a format that will allow it to be downloaded from the internet.

B. The RTCSNV may develop an executive summary report for the region that includes the key issues facing the area and identifies high priority programs and projects.

C. The RTCSNV will provide opportunities for the public and other interested parties to provide input during the development of the Regional Transportation Plan, in accordance with the Public Participation Plan. The draft of each update to the RTP will be made available for public and agency review and comment. Prior to taking formal action on the Plan or Plan update, the RTCSNV Board will be informed of the extent and nature of comments received and the response to such comments.

D. The RTCSNV will develop and keep up-to-date a list of those roadways and transit facilities deemed to be ‘regionally significant’ in accordance 23 CFR 450.322.

E. The RTCSNV will, in cooperation with NDOT, develop estimates of future inflation to be used to convert project costs and revenues to a ‘year of expenditure’ basis.

F. The RTCSNV will coordinate with the Clark County Department of Air Quality to assess air quality impacts and conduct the regional emissions assessment of the RTP.

G. The RTCSNV, acting as the transit agency for the region, will ensure the RTP includes information on local bus capital projects that are consistent with the transit capital program. The RTP will also identify future bus needs and services, including new routes, service expansion, vehicle needs, and operating financial needs.

Responsibilities of the Nevada Department of Transportation

H. The Nevada Department of Transportation (NDOT) will provide the following information and data in support of developing the RTP:

1. An estimate of federal funds expected to be available over the 20-25 year time frame of the plan for highway and transit programs. This estimate of funds will be provided at a time mutually agreed upon by the RTCSNV and NDOT so that the fiscal limits of the RTP can be determined before project prioritization begins.
2. A list of projects in Southern Nevada, developed in cooperation with the RTCSNV, to be undertaken by NDOT over the 20-25 year time frame of the Plan using federal program funds reserved in the State of Nevada for use anywhere in the state. The state's regionally significant project list will be provided at a time mutually agreed upon by the RTCSNV and NDOT so that air quality conformity analysis can be performed at the appropriate time in the course of RTP development.

3. A list of projects in Southern Nevada for which funds have been earmarked or otherwise designated in federal transportation legislation.

4. An estimate of state funds expected to be expended on transportation projects in the region over the 20-25 year time frame of the Plan. In the interests of public information and to assist the RTCSNV in demonstrating the fiscal feasibility of the Plan, NDOT will also provide information as to how these expenditures relate to the state transportation revenues available after allowing for the cost of maintenance, operations, debt service, administration, and other draws on these fund sources.


I. For those federal program funds intended to be distributed between various entities or regions within the state, NDOT will either provide the basis for the allocation between areas as defined by law, or will work cooperatively with the RTCSNV and other jurisdictions to establish mutually agreed formulae for the allocation between areas of such funds for forecasting and financial planning purposes. NDOT will provide information on projects to be undertaken in Southern Nevada using transit or other federal program funds allocated to non-urbanized areas of the state, and will consult with the RTCSNV for selecting such projects.

III. Transportation Improvement Program (TIP)

The TIP will be prepared and compiled through a cooperative process between federal agencies, NDOT, the RTCSNV (including the RTCSNV in its capacity as the provider of public transportation), and the local city and county governments in the region.

Responsibilities of the Regional Transportation Commission

A. The RTCSNV will be responsible for preparing and developing the Transportation Improvement Program (4-year time frame with a fifth illustrative year) for the region. The TIP will be converted into a format that will allow it to be downloaded from the internet. The RTCSNV will maintain the TIP by tracking changes to projects (schedule, scope, and cost) made through the amendment and administrative action processes.

B. The RTCSNV, in consultation with NDOT and local city and county governments, shall develop the list of locally-sponsored transportation projects to be included in the TIP.

1. In the case of the Congestion Mitigation and Air Quality Program (CMAQ) (or any successor funding program of similar intent), the RTCSNV shall also consult with the Clark County Department of Air Quality in the development of the list of projects to be included in the TIP.

2. In the case of the Transportation Alternatives Program (or any successor funding program of similar intent), the RTCSNV shall also consult with all eligible project sponsors in the development of the list of
projects to be included in the TIP.

C. The RTCSNV, as the provider of public transportation services, shall develop the list of transit projects to be included in the TIP.

1. In the Southern Nevada urbanized area, the RTCSNV shall consult with not-for-profit agencies and other providers of specialized transportation and human services, in accordance with the Coordinated Public Transit-Human Services Plan.
2. For Southern Nevada non-urbanized area transit programs, the RTCSNV shall consult with NDOT and other providers of transportation services to the non-urbanized parts of the region.

D. The RTCSNV shall develop a comprehensive list of projects for all projects in the TIP. In order to illustrate the entire scope of the project to the policy board and the general public, the project list will contain detailed project descriptions, estimated total project costs at completion, and complete project schedule by phases.

E. The RTCSNV will develop an estimate of anticipated local funds to be expended on transit projects identified in the TIP. In the interests of public information and to assist in demonstrating the fiscal feasibility of the TIP, the RTCSNV will also document how these expenditures relate to the local revenues available for transit after allowing for the cost of maintenance, operations, debt service, administration and other draws on these fund sources.

F. The RTCSNV will provide information on proposed TIP amendments and administrative modifications relating to projects sponsored by the RTCSNV or local entities. Amendments and administrative modifications will include a project description that provides sufficient detail to explain the proposed changes to the RTCSNV Board, as well as a justification for the change.

Responsibilities of the Nevada Department of Transportation

G. NDOT will prepare an initial list of NDOT-sponsored projects to be included in each new TIP. This list will be based on the current TIP and an assessment of which projects will be obligated for funding before the end of the current federal fiscal year.

H. NDOT will provide information on proposed TIP amendments and modifications relating to projects sponsored by NDOT. Amendments will include a project description that provides sufficient detail to allow the proposed changes to be explained to the RTCSNV Board, as well as a justification for the change.

I. NDOT will provide a list of projects to be undertaken on Native American tribal lands under the Indian Reservation Roads (IRR) program within the Southern Nevada region.

J. NDOT will provide a list of projects to be undertaken under the Federal Lands Highways program within the Southern Nevada region.
K. NDOT will provide a list of projects obligated during the federal fiscal year at the end of each program year. The annual list of obligated projects should include both highway and transit projects and should identify the fund source and the amount obligated in accordance with 23 CFR 450.332.

L. NDOT will provide annually, for each federal fund source, the revenues available (including both unobligated funds carried forward from prior years and the amount appropriated during the fiscal year), the total amount obligated, any other deductions and the balance of funds remaining at the end of the fiscal year.

IV. Statewide Transportation Improvement Program (STIP)

A. NDOT will develop a four-year STIP including projects in each MPO and the rural regions of the state, and will be responsible for securing the approval of the STIP by the United States Department of Transportation.

B. The TIP, as developed by the RTCSNV, will be incorporated into the STIP without change, directly or by reference.

C. NDOT, in consultation with the RTCSNV and the other MPOs in the state, shall develop procedures for the modification and amendment of the STIP. NDOT shall be responsible for notifying the RTCSNV of the effective date of modifications and the approval date of amendments.

V. Public Transportation Planning

A. The RTCSNV, acting as the transit agency for the region, will ensure the RTP and TIP include all transit projects (both capital and operating) that are funded by federal program funds.

B. The RTCSNV will consult with NDOT to ensure that both the RTP and TIP include information on transit projects in the non-urbanized parts of the region that are funded by federal program funds.

C. The RTCSNV will include in the RTP information on the transit system and will outline the objectives of the RTCSNV in respect to the various types and modes of public transportation in the region.

D. As part of its outreach activities, the RTCSNV will provide opportunities for other providers of public transportation, not-for-profits, and providers of specialized transportation services to be involved in the development of the RTP and TIP. The RTCSNV will also provide these firms and agencies with advice, information, and consultation on transportation programs within the region.

VI. Air Quality Planning

A. The preparation of a new or revised RTP will be coordinated with the State Air Quality Implementation Plan (SIP) and transportation demand management and transportation system management (TDM/TSM) measures.

B. In accordance with the Clean Air Act and U.S. EPA conformity regulations (40 CFR, Part 51), the RTCSNV, acting as the regional MPO, makes air quality conformity determination on any new or revised
RTP prior to Plan approval. Any such new or revised RTP is also provided to the FHWA and the FTA with a request that these federal agencies approve the conformity finding.

**VII. Public Participation Program**

A. The RTCSNV will develop and maintain a Public Participation Plan that sets out the procedures to include the public and interested parties in the development of the Regional Transportation Plan, Transportation Improvement Program, and other elements of the regional planning process, to seek public input and comment, and to inform decision-makers of the extent and nature of comments received and response to such comments.

B. The RTCSNV will annually review and evaluate its public participation program.

C. The RTCSNV will maintain a list of interested organizations and individuals who will receive notices of MPO plans, programs, and projects.

D. The RTCSNV will work to ensure that low-income, minority, and transit dependent areas are afforded an adequate opportunity to participate in the transportation planning process, receive a fair share of the transportation improvement benefits, and do not endure a disproportionate transportation burden.

E. The RTCSNV will maintain its website to provide clear and concise information on the regional transportation planning process and provide an opportunity for downloading reports and documents. This will include developing project and study summaries, converting reports into PDF or text format, and maintaining a list of available documents. The website will provide links to other associated organizations and agencies.

**VIII. Fiscal/Financial Planning**

A. NDOT will provide the RTCSNV with up-to-date fiscal and financial information and projections on the statewide and regional transportation improvement programs to the extent practicable.

B. This will include anticipated federal funding resources by federal aid category by year for the four years covered by the TIP, and by five-year intervals for the 20-25 year time frame of the RTP for inclusion in the TIP and RTP financial charts.

C. For each federal program for which funds are sub-allocated to Southern Nevada, NDOT will provide an annual statement identifying:

1. Unobligated funds brought forward from the previous year;
2. Funds appropriated during the year;
3. Fund obligated during the year and any adjustments thereto;

D. For each federal transit program for which funds are allocated to the Las Vegas Urbanized Area, the RTCSNV will provide an annual statement identifying:

1. Unobligated funds brought forward from the previous year;
2. Funds appropriated during the year;
3. Funds obligated during the year and any adjustments thereto;

E. NDOT will notify the RTCSNV when the anticipated cost of a project, regardless of funding category, has changed in accordance with the agreed upon TIP/STIP amendment and administrative action process.

IX. Performance Measurement and the Management of Congestion

A. In developing the RTP and TIP, RTCSNV will incorporate the national goals, measures, and standards of system performance established under the provisions of MAP-21 and the FAST Act.

B. RTCSNV will coordinate with NDOT in the establishment of multimodal transportation system performance targets for the region. These will reflect national goals and standards as applied to the circumstances and priorities of the region.

C. RTCSNV will cooperate with NDOT to collect data and conduct system performance monitoring. RTCSNV will report on progress toward meeting system performance targets as part of the biennial development of major TIP updates, and will assist NDOT as needed in meeting state reporting requirements under MAP-21 and the FAST Act.

D. To address the national goal of reducing congestion, RTCSNV will gather and analyze data to define the extent and duration of congestion in the region, to identify the causes of congestion, and to identify congestion management strategies.

E. As part of the Congestion Management Process (CMP), the RTCSNV will develop implementation activities in coordination with NDOT to address congestion and other performance issues, and will include priority projects in the RTP and TIP.

X. Intelligent Transportation Systems (ITS) Program

A. The Freeway and Arterial System of Transportation (FAST), a department of the RTCSNV, coordinates the planning, development, and operation of the Southern Nevada ITS program in cooperation with NDOT and local agencies.

B. NDOT will maintain the statewide ITS architecture and will work with FAST to ensure consistency with the Regional ITS Architecture for the Southern Nevada Metropolitan Planning Area.

C. NDOT, in cooperation with FAST, is responsible for identifying freeway ITS capital projects and operating strategies for inclusion in the RTP and TIP.

D. Local agencies, in cooperation with FAST, are responsible for identifying arterial roadway ITS capital projects and operating strategies for inclusion in the RTP and TIP.
Amendments to this Prospectus
This Statement defining the Southern Nevada Regional Transportation Planning Process may be amended from time to time to coincide with development of the annual UPWP approval as jointly deemed necessary or in the best interests of all parties, including federal transportation agencies.

Effective Date
This Statement will be effective after it has been endorsed by the RTCNV as part of the Fiscal Year 2014 UPWP, and as soon as that UPWP has been approved by NDOT and the relevant federal transportation agencies.

No Limitation on Statutory Authority
Nothing contained in this Statement is intended to or shall limit the authority or responsibilities assigned to signatory organizations under Nevada law, federal law, local ordinance, or interlocal agreement.
This is the end of the Fiscal Years 2020-2021 Unified Planning Work Program Amendment One document.
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: PUBLIC PARTICIPATION PLAN

PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC)
APPROVE THE PUBLIC PARTICIPATION PLAN (FOR POSSIBLE ACTION)

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

FISCAL IMPACT:
None

BACKGROUND:
As required by federal regulations, the RTC Public Participation Plan establishes policies, processes, and methods for engaging the community in transportation and transit planning. As required by federal regulations for Metropolitan Planning Organizations, the Public Participation Plan also establishes the public involvement process for the Regional Transportation Plan and the Transportation Improvement Program (TIP). This update to the Public Participation Plan, which occurs every four years, includes the following changes:
▪ Adds public participation policies to reflect updated federal standards;
▪ Adds social media and technology outreach requirements for transit plans and projects;
▪ Expands the list of potential key stakeholders, outreach tools and tactics, and best practices;
▪ Adds committees formed or renamed since 2016;
▪ Increases transparency for major TIP amendments; and
▪ Updates the transit public involvement process for consistency with EAC bylaws.

The 2019 Public Participation Plan will also amend the Access2040 Regional Transportation Plan by updating the current Public Participation Plan found in Appendix L. The agenda backup includes the Public Participation Plan.

Staff recommends approval.

Respectfully submitted,

CRAIG RABORN
Director of Metropolitan Planning Organization

RTC Item #29
December 12, 2019
Consent
Executive Summary

The Public Participation Plan (PPP) establishes policies, processes and methods for engaging citizens, stakeholder groups, and other interested parties in transportation and transit planning. As required by federal regulations for Metropolitan Planning Organizations (MPOs), the plan also establishes the public participation and amendment process for the Regional Transportation Plan and Transportation Improvement Program.

RTC Policies for Public Involvement

- Engage stakeholders early.
- Engage traditionally underserved populations.
- Provide timely notice and information.
- Use visuals and online tools.
- Share information electronically.
- Make meetings convenient.
- Consider and respond to public input.
- Coordinate with statewide plans.
- Evaluate plan implementation.
- Continue to develop and update the public participation plan.

Transportation and Transit Plans

The PPP establishes public comment periods, public meetings, and Board and Committee reviews required for transportation and transit plans, including:

- **Regional Transportation Plan**: Twenty-year plan for the region’s transportation needs and investment, completed in conjunction with the Transportation Improvement Program, a list of funded roadway and transit projects.

- **Unified Planning Work Program**: Planning studies and activities for the MPO such as the Boulder Highway Investment Strategy and the Regional Bicycle and Pedestrian Plan.

- **Major Transit Service Changes**: Annual review of potential bus route and schedule changes.

- **Community Mobility Program**: Funding for non-profit transportation providers serving seniors, people with disabilities, and low-income residents.
RTC Committee Quick Reference Guide

Regional transportation and transit decisions are made by the RTC Board of Commissioners, who receive recommendations from the committees summarized below. Committees meetings are open to the public and occur on ongoing basis. Go to rtsnv.com for upcoming meeting dates and agendas, and to sign-up to receive e-mail notifications.

<table>
<thead>
<tr>
<th>Committee</th>
<th>Key Topics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Advisory Committee</td>
<td>Transportation planning, transit, streets and highways funding, roadway design</td>
</tr>
<tr>
<td>Metropolitan Planning Subcommittee*</td>
<td>Transportation planning and programming</td>
</tr>
<tr>
<td>Operations Subcommittee*</td>
<td>Traffic management and roadway operations</td>
</tr>
<tr>
<td>Specifications Subcommittee*</td>
<td>Roadway design</td>
</tr>
<tr>
<td>Regional Project Coordination Committee</td>
<td>Infrastructure project coordination including planning, design, and construction</td>
</tr>
<tr>
<td>Southern Nevada Strong Steering Committee</td>
<td>Southern Nevada Strong regional plan implementation</td>
</tr>
<tr>
<td>Transportation Resource Advisory Committee</td>
<td>Transportation infrastructure funding and resources</td>
</tr>
<tr>
<td>Arts in Transit Advisory Committee</td>
<td>Artwork in public transit facilities</td>
</tr>
<tr>
<td>Bus Shelter and Bench Advisory Committee</td>
<td>Bus shelters and benches</td>
</tr>
<tr>
<td>Transportation Access Advisory Committee</td>
<td>Para transit and mobility for seniors and people with disabilities</td>
</tr>
<tr>
<td>Freeway &amp; Arterial System of Transportation (FAST) Operations Management Committee</td>
<td>Traffic management operations</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Budget and finances</td>
</tr>
</tbody>
</table>

* Subcommittee of the Executive Advisory Committee

Community Engagement Planning

The PPP includes a list of key stakeholders, tools, tactics, best practices, and resources for use in outreach planning, including the Southern Nevada Strong Community Engagement Toolkit. Additionally, the RTC measures outreach success through the following metrics: 1) number of events, 2) number of surveys completed, and 3) total number of people reached.

Learn More

To learn more about the Public Participation Plan, contact the RTC of Southern Nevada at 702-676-1500.
Acknowledgements

Regional Transportation Commission
M.J. Maynard, Chief Executive Officer
David Swallow, Deputy Chief Executive Officer
Angela Castro, Chief Strategy, Policy & Marketing Officer
Craig Raborn, Metropolitan Planning Organization Director
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Antonette Braddock, Paratransit Operations Manager
Beth Xie, Transportation Planning Manager
Joe Damiani, Engineering Manager
Monika Bertaki, Media and Marketing Supervisor
Nathan Goldberg, Transit Planning Manager
Rae Lathrop, Regional Planning Manager
Sherwin Gutierrez, Finance Manager
Susan Christiansen, Government Affairs Administrator
Daniel Fazekas, Senior Transportation Planner
Deb Reardon, Principal Transportation Planner
Ellie Covarrubias, Administrative Assistant
Grant Shirts, Transportation Planner
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Jesse Diaz, Marketing and Communications Coordinator
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Liza Angela Jee, Senior Financial Analyst
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Mohammed Farhan, Principal Transportation Planner
Paul Gully, Management Analyst
Rush Wickes, Senior Transportation Planner
Tammy McMahan, Management Analyst

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Nevada Department of Transportation: Coy Peacock

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Appendix A: Community Engagement Summary ............. A-1
About the Regional Transportation Commission

The Regional Transportation Commission of Southern Nevada (RTC) is the regional entity that oversees public transportation, traffic management, roadway planning & funding, and implementation of the Southern Nevada Strong Regional Plan. In short, the RTC is the transit agency, metropolitan planning organization (MPO), and traffic manager for the entire region - all under one roof.

The MPO oversees federally mandated transportation planning processes for Southern Nevada, plans the valley’s roadways and transit infrastructure to accommodate a growing and diverse population, and administers the Southern Nevada Strong Regional Plan. Additionally, the Streets and Highways Department manages the distribution of funding generated from various local sources including the Motor Vehicle Fuel Tax, Fuel Revenue Indexing, and county sales tax designated for transportation.

The RTC also provides mass transit that connects neighborhoods, businesses, and destinations throughout Southern Nevada, including:

- **Fixed route transit service** along 39 routes, including two routes that serve the Las Vegas Strip, four commuter express style routes, and four limited stop routes with enhanced amenities;
- **Transit centers** at six locations for offering various amenities, such as bike repair, and easier bus transfers;
- **Park and ride** facilities at five locations, with additional park and rides at private businesses and casinos;
- **Paratransit** within the RTC transit service area, and specialized transportation services provided to veterans, people with disabilities, low-income individuals, and seniors;
- **Flexible Demand Response** that provides door-to-door transit service near Sun City Anthem, Sun City Summerlin, and Centennial Hills; and
- **Silver Star**, which connect senior living communities to shopping centers through loop routes.

The RTC completes plans, studies, and projects that promote sustainability, improve air quality, enhance mobility, and increase quality of life for Southern Nevadans.
Background

The Public Participation Plan (PPP) is intended to promote the continuing, cooperative and comprehensive “3-C” transportation planning process. The plan establishes methods for engaging citizens, stakeholder groups, and other interested parties by offering opportunities to provide meaningful input, especially at key decision points.

The metropolitan transportation planning process is a proactive public involvement process that provides the public access to important information that can be utilized to make decisions about investments that will impact transportation infrastructure in Southern Nevada. Public involvement provides an opportunity for the community to provide perspective and help guide transportation issues that matter to them – from congestion during commutes to investment in neighborhood sidewalks. Furthermore, outreach improves decision-making and builds ownership of the resulting plans and recommendations.

Why should the community engage in transportation planning?

The RTC values public participation to help inform transportation decisions. The following are some of the reasons to get involved and help shape the transportation system in Southern Nevada:

**Transportation is important to everyone.** Every household and business depends on safe transportation infrastructure to move both people and goods. Consider all the modes of transportation you and your family take each day - walking, biking, driving a vehicle, or taking the bus. The RTC is involved in the planning and funding of facilities to improve transportation in Southern Nevada. Improved infrastructure and transit service means more mobility and transportation options for you and your family.

**Transportation supports the region’s economy.** Southern Nevada’s mobility, quality of life, economic growth and competitiveness rely on the multi-modal transportation network. The movement of goods and connecting people to places to work, shop, learn, and recreate is dependent on transportation.

**Transportation infrastructure is funded by the region.** The funding to build and maintain our transportation system comes from several sources, including your tax dollars.
RTC Policy for Public Involvement

Public involvement is critical to the successful development and implementation of any transportation plan. The following principal objectives are consistent with the requirements outlined in Code of Federal Regulations Title 23, Section 450.316.

- **Reach out during plans & projects.**
  Utilize public involvement in the development of transportation plans, programs, and projects, which represent identified local, regional, and state priorities and needs pertaining to multiple modes of transportation.

- **Engage stakeholders early.**
  Offer early and continuous opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions.

- **Engage traditionally underserved populations.**
  Seek out and consider the viewpoints of seniors, minorities, low-income individuals, limited English proficiency groups, and people with disabilities during public outreach activities.

- **Provide timely notice & information.**
  Provide timely notice and access to information about transportation issues and processes to all interested parties.

- **Use visuals and online tools.**
  Employ visualization and online tools (e.g. online surveys, graphics) to describe transportation plans, including the Regional Transportation Plan (RTP) and the Transportation Improvement Program (TIP).

- **Share information electronically.**
  Provide technical information and meeting notices online.

- **Make meetings convenient.**
  Hold public meetings at convenient locations and times, and go to where people are.

- **Consider and respond to public input.**
  Summarize community input received through surveys, in-person and online outreach, and social media platforms, and share how feedback informs planning decisions or a course of action. Individual public comments, including comments submitted via social media, and RTC responses are included in the appendices of federally required documents (RTP, TIP, UPWP, Public Participation Plan, and Coordinated Plan).

- **Coordinate with statewide plans.**
  Coordinate the MPO’s PPP with statewide public participation plans to enhance public consideration and understanding of the area’s transportation issues, plans, and programs.

- **Evaluate plan implementation.**
  Evaluate, on a periodic basis, the RTC’s PPP to verify that: 1) the process is open to all interested individuals, 2) the procedures of the policy are being implemented and followed in accordance with federal regulation, and 3) the objectives set forth herein are administered by the RTC.
The RTC is committed to implementing community engagement goals and strategies identified in the Southern Nevada Strong (SNS) Regional Plan, which have been incorporated into the Policy for Public Involvement and Tools and Tactics. SNS encourages getting residents involved in public decisions, which increases community ownership and civic pride. The RTC also actively implements strategies that support the SNS Regional Plan, working to provide Southern Nevada residents with “opportunities to continue public participation in decision-making processes throughout the region”, including:

- **Equity in Engagement**
  Ensure that all populations and demographic segments are involved in outreach activities. Engage people from diverse backgrounds, those who represent populations with varying degrees of mobility and independence, and potential future stakeholders. Support and connect existing communities, and minority and disadvantaged populations, and conduct outreach and gather input on the needs of these target audiences.

- **Convenient Outreach Methods**
  Utilize a variety of outreach methods that bring engagement opportunities to residents, rather than requiring residents to attend large events. Employ go-to-them public engagement methods to reach a diverse range of residents. Use online methods or interactive tools to facilitate convenient, time-efficient participation.

- **Partnerships**
  Develop and maintain partnerships with communities through formal and informal contact, including community leaders, established business groups, non-profits and social service agencies.

- **Tailored Methods & Languages**
  Tailor outreach and engagement methods based on what has worked well in the past, respecting the cultural, linguistic, temporal, and geographic preferences of a community, and the question, action or decision at hand. Leverage bilingual community partners, volunteers, and staff to provide information in target languages, and to convey a genuine celebration of a multi-cultural and socially equitable future.
Public Participation Plan Update Process

The Public Participation Plan (PPP) is typically updated every four years. Since the Plan establishes the Regional Transportation Plan (RTP) outreach process, the update occurs just before the RTP update, which also occurs every four years. The PPP is a living document, which may be updated more frequently if needed. The 2019 plan update process is shown below:

Coordination with Statewide Public Participation Plan

The RTC’s PPP has been developed in consultation with the Nevada Department of Transportation (NDOT). The plan was also informed by the NDOT Public Involvement Plan, which identifies committees and outreach techniques, including stakeholder focus groups, public information meetings, public hearings, open houses, and public speaking engagements. NDOT communication tools include FAQs, project websites, and social media.
Regulations and Requirements

The RTC developed this PPP in consultation with key stakeholders and the public. The RTC PPP identifies the federal and state regulations that the agency is required to follow. Also included in the PPP are the RTC’s policies and procedures for conducting public outreach, scheduling public meetings, and incorporating public input into the transportation planning process. The PPP is consistent with the following regulations and laws:

Federal Regulations (23 USC §134, 23 CFR 450.316, 49 USC §5310)

The following federal regulations related to Metropolitan Transportation Planning establish requirements for public participation: U.S. Code Title 23, Section 134 (Participation by Interested Parties), 23 CFR 450.316 (Interested parties, participation, and consultation), and U.S. Code Title 49, Section 5310 (Certification Requirements). As shown in Table 1, a 45 day public comment period is required for the Public Participation Plan. However, federal regulations do not provide specific public comment and meeting requirements for other transportation planning documents; therefore, requirements are locally developed and determined.

<table>
<thead>
<tr>
<th>Document</th>
<th>Federal Requirements: Public Comment Periods &amp; Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Transportation Plan</td>
<td>“All interested parties have reasonable opportunities to comment on the contents of the transportation plan...” (23 USC §134)</td>
</tr>
<tr>
<td>Regional Transportation Plan &amp; Transportation Improvement Program</td>
<td>“Provide adequate public notice of public participation activities and time for public review and comment at key decision points, including a reasonable opportunity to comment on the proposed metropolitan transportation plan and the TIP” (23 CFR 450.316)</td>
</tr>
<tr>
<td>Public Participation Plan</td>
<td>“A minimum public comment period of 45 calendar days shall be provided before the initial or revised participation plan is adopted by the MPO” (23 CFR 450.316)</td>
</tr>
<tr>
<td>Coordinated Public Transit-Human Services Transportation Plan</td>
<td>“The plan was developed through a process that included seniors, individuals with disabilities, representatives of public, private and nonprofit transportation and human services providers and other members of the public” (49 USC §5310)</td>
</tr>
</tbody>
</table>

Table 1: Federal Comment Period and Meeting Requirements
Title VI

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, and natural origin in programs and activities that receive federal financial assistance.

During public participation for transportation plans and studies, the RTC proactively engages Title VI populations including seniors, minorities, low-income individuals, limited English proficiency groups, and people with disabilities. The RTC evaluates the region’s demographics and changing transportation needs on an ongoing basis. Additional information about Title VI policies, procedures, and reports are available at the RTC Legal Notices webpage.

Map 1: Composite equity map shows locations with the highest potential needs for active transportation and transit facilities in red. The map is based on the following indicators: population under 18 and over 65, non-white population, and households below 200% poverty level. Source: RTC Pedestrian Comfort Study (2019)
Executive Order #12898 (Environmental Justice)

In February 1994, President Bill Clinton signed Executive Order #12898 on Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. The order is intended to focus federal attention on the environmental and human health conditions in minority and low-income communities with the goal of achieving environmental justice. Environmental justice is achieved through promoting nondiscrimination in federal programs substantially affecting human health and the environment, and providing minority and low-income communities’ access to public information, and an opportunity for public participation in matters relating to human health and the environment.

Open Meeting Law

The Nevada Open Meeting Law (OML), found in the Nevada Revised Statutes (NRS Chapter 241), was enacted in 1960. The OML applies to most RTC actions of the Board and committees, though closed meetings are permitted under certain circumstances. Where OML applies, the RTC keeps minutes and public records; recent meeting minutes are available at the RTC Meetings & Agendas webpage. Staff may keep additional records from meetings that are also public records. For additional information of the OML, please refer to the Nevada Open Meeting Law Manual, Twelfth Edition.

Public Records Law

The Nevada Public Records Law is found in NRS Chapter 239. Nevada’s Public Records Law was enacted to ensure that government documents are available to the public and applies to most RTC actions. There are exceptions to Nevada’s Public Records law, as described in NRS Chapter 239. RTC public records are available by completing the RTC Public Records Request Form, which is available at rtcsnv.com/request-public-records.

Americans with Disabilities Act

The RTC schedules public input meetings at convenient times and accessible locations that are compliant with the Americans with Disabilities Act (ADA). The RTC sends notices to English, Spanish and Chinese publications and the RTC website is translatable into 8 languages. Assistance such as oral language translation, sign language services, and document translation is provided upon request for all public meetings. Additionally, the RTC considers universal design principles when preparing transportation plan executive summaries and other key documents.
Key Stakeholders

The RTC engages key stakeholders based on the transportation project goals and target audiences, and regional goals defined by the Southern Nevada Strong (SNS) Regional Plan. The following list includes groups identified in federal regulations, combined with locally identified stakeholder groups. Additionally, comprehensive stakeholder analysis is completed for plans, studies, and projects, resulting in customized stakeholder contact lists.

<table>
<thead>
<tr>
<th>CFR Title 23, Section 450.316</th>
<th>U.S. Code Title 23, Section 134</th>
<th>U.S. Code Title 49, Section 5310</th>
<th>Additional Stakeholder Groups</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affected public agencies</td>
<td>Airport operations</td>
<td>Department of Health and Human Services</td>
<td></td>
</tr>
<tr>
<td>Bicyclists</td>
<td>Economic development</td>
<td>People with disabilities</td>
<td></td>
</tr>
<tr>
<td>Citizens</td>
<td>Environmental protection</td>
<td>Public, private and non-profit transportation and human services providers</td>
<td></td>
</tr>
<tr>
<td>Employers</td>
<td>Natural disaster risk reduction</td>
<td>Seniors</td>
<td></td>
</tr>
<tr>
<td>Freight shippers</td>
<td>Tourism</td>
<td>Transportation providers</td>
<td></td>
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<tr>
<td>Low-income job services</td>
<td>Tribal governments</td>
<td>supported by Federal departments and agencies</td>
<td></td>
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<tr>
<td>Pedestrians</td>
<td></td>
<td></td>
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<tr>
<td>People with disabilities</td>
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<tr>
<td>Private and non-profit</td>
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<tr>
<td>transportation providers</td>
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<tr>
<td>Private providers of transportation, including intercity bus operators and employer-based commuting programs</td>
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<tr>
<td>Public ports</td>
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<td></td>
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<tr>
<td>Public transportation customers</td>
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<td>Public transportation employers</td>
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<td>Transportation management</td>
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<td>organizations</td>
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</table>

Figure 2: List of Potential Stakeholder Groups for Transportation and Transit Plans
RTC Committees

RTC Committees develop and make recommendations related to transportation projects, plans, programs, funding, transit amenities, and other agency-related matters to the RTC Board. Three additional subcommittees (Metropolitan Subcommittee, Operations Subcommittee, and Specifications Subcommittee) make recommendations to the Executive Advisory Committee, who advises on administrative, planning, transit, streets and highways funding, operational, and technical matters.

RTC Board and Committee meetings are open to the public and agendas are publicly noticed and posted. Meeting dates and locations are subject to change if circumstances warrant; final dates and locations are also publicly noticed.

The public may raise issues during citizen participation periods. Issues raised in this manner may be placed on a future meeting agenda.

Figure 3: RTC Committees develop and make recommendations to the RTC Board of Commissioners; see pages 11-14 for more information.
### RTC Board & Committees

#### RTC of Southern Nevada Board of Commissioners

**Meets on the second Thursday of each month at 8:45 a.m. in the Clark County Government Center Commission Chambers**

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>Regional entity that oversees public transportation, traffic management, roadway design and construction funding, transportation planning, and implementation of the Southern Nevada Strong Regional Plan.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPRESENTATIVES</td>
<td>Elected officials from Clark County (2), City of Las Vegas (2), City of Henderson (1), City of North Las Vegas (1), City of Boulder City (1), City of Mesquite (1); Director of the Nevada Department of Transportation serves as a non-voting member</td>
</tr>
</tbody>
</table>

#### Executive Advisory Committee (EAC)

**Meets on the last Thursday of each month at 9:15 a.m. in the RTC Administration Building, Room 108**

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>Makes recommendations related to non-personnel related administrative, planning, technical, transit, streets and highways funding, operational matters, and other items requested by the RTC Board. Receives recommendations from the Metropolitan Planning, Operations, and Specifications Subcommittees.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPRESENTATIVES</td>
<td>RTC member entity planning and public works departments (director, manager, or senior-level staff)</td>
</tr>
</tbody>
</table>

#### Metropolitan Planning Subcommittee (MPS)

**Meets on the second Tuesday of odd-numbered months at 9:00 a.m. in the RTC Administration Building, Room 108**

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>Considers transportation planning and programming issues.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPRESENTATIVES</td>
<td>Senior staff representatives overseeing land use planning from each of the RTC member agencies, Nevada Department of Transportation, Clark County Department of Air Quality, Clark County Department of Aviation, Clark County School District, Bureau of Land Management, Southern Nevada Water Authority, and representatives from RTC mass transit contractors, urban goods/freight transportation, and taxicabs or private motor carriers</td>
</tr>
</tbody>
</table>
# RTC COMMITTEES

## OPERATIONS SUBCOMMITTEE

**Meets on the Tuesday of the week prior to the last Thursday of odd-numbered months at 1:30 p.m. in the RTC Administration Building, Room 108**

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>Makes recommendations to the EAC related to traffic management and roadway operations, such as standardized traffic control features, and RTC transit operations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPRESENTATIVES</td>
<td>Traffic engineers from each RTC member entity and the Nevada Department of Transportation; staff from law enforcement agencies serve as non-voting members</td>
</tr>
</tbody>
</table>

## SPECIFICATIONS SUBCOMMITTEE

**Meets on the second Wednesday of even-numbered months at 1:30 p.m. in the RTC Administration Building, Room 108**

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>Makes recommendations to the EAC related to roadway design updates, completed through the following RTC documents: Uniform Standard Specifications for Public Works Construction Off-Site Improvements and the Uniform Standard Drawings.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPRESENTATIVES</td>
<td>RTC member entity public works department staff; the Clark County Regional Flood Control District and NDOT serve as non-voting members</td>
</tr>
</tbody>
</table>

## REGIONAL PROJECT COORDINATION COMMITTEE

**Meets on the third Wednesday of the month at 9:00 a.m. in the RTC Administration Building, Room 108**

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>Coordinates the planning, design, and construction of infrastructure projects in order to reduce inconvenience and delays to the public.</th>
</tr>
</thead>
</table>
| REPRESENTATIVES | Government Entities: City of Henderson, City of Las Vegas, Clark County, City of North Las Vegas, Clark County Regional Flood Control District, Nevada Department of Transportation, Freeway and Arterial system of Transportation (FAST), Bureau of Land Management  
Industry: Southern Nevada Home Builders Association, NAIOP Commercial Real Estate Development Association, Nevada Contractors Association |
RTC COMMITTEES

SOUTHERN NEVADA STRONG (SNS) STEERING COMMITTEE

Meets on the last Thursday of the first month of the quarter, or as needed in the RTC Administration Building, Room 108

<table>
<thead>
<tr>
<th>PURPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinates and supports plan implementation within individual organizations. Engages, educates and empowers member organization’s constituencies in Regional Plan implementation. The SNS Steering Committee assists RTC staff by providing insight and guidance on: 1) how Southern Nevada Strong can support his or her organization, and 2) region-wide activities and strategies Southern Nevada Strong can take to support implementation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REPRESENTATIVES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior management representatives from each of the 13 regional partners and representatives from other community and special interests</td>
</tr>
</tbody>
</table>

TRANSPORTATION RESOURCE ADVISORY COMMITTEE (TRAC)

Meets as needed at the Southern Nevada Water Authority, Colorado River Room in the Molasky Corporate Center

<table>
<thead>
<tr>
<th>PURPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Works to ensure transportation infrastructure and resources are in place to accommodate current and future growth, in order to move our community forward by enhancing connectivity and improving mobility throughout the valley.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REPRESENTATIVES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Representatives from large groups of citizens impacted by transportation-related issues, including: home builders, resort and tourism industry, labor unions, engineering, real estate, medical, government, businesses, education, transit riders, cyclists, seniors, and non-profits</td>
</tr>
</tbody>
</table>

ARTS IN TRANSIT ADVISORY COMMITTEE

Meets as needed.

<table>
<thead>
<tr>
<th>PURPOSE</th>
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</thead>
<tbody>
<tr>
<td>Provides recommendations on the selection of placement of artwork for public transit facilities.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REPRESENTATIVES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members from art-related stakeholder groups appointed by the RTC Board</td>
</tr>
</tbody>
</table>
RTC COMMITTEES

BUS SHELTER & BENCH ADVISORY COMMITTEE
Meets on the third Thursday of even-numbered months at 3:00 p.m. in the RTC Administration Building, Room 108

PURPOSE
Provides input and makes recommendations on issues related to bus shelters and benches, as required by NRS Chapter 373.

REPRESENTATIVES
Two members of the general public appointed by each city within the county, and six members of the general public appointed by the RTC Board

TRANSPORTATION ACCESS ADVISORY COMMITTEE (TAAC)
Meets on the Wednesday before the last Thursday every other month at 1:30 p.m. in the RTC Administration Building, Room 108

PURPOSE
Provides input on transportation concerns and needs of seniors and people with disabilities, and serves as the RTC's Paratransit Consumer Advisory Committee as required by the American Disabilities Act of 1990.

REPRESENTATIVES
Members appointed by the RTC Board and currently represent seniors, people with disabilities, paratransit customers, and transportation providers

FREEWAY & ARTERIAL SYSTEM OF TRANSPORTATION (FAST) OPERATIONS MANAGEMENT COMMITTEE
Meets on the first Thursday of each month at 9:30 a.m. at the RTC Transportation Management Center, Room A105

PURPOSE
Establishes operational procedures and principles, and monitors the day-to-day operations of FAST, which includes intelligent transportation system field devices and traffic signals, central system software and hardware, operator workstations, video wall, and communications systems.

REPRESENTATIVES
RTC Chief Executive Officer, public works directors, and senior-level transportation and traffic engineers

FINANCE COMMITTEE
Meets as needed in RTC Administrative Building, Room 108

PURPOSE
Provides recommendations regarding the agency’s budgetary and financial issues.

REPRESENTATIVES
Four members of the RTC Board of Commissioners
**Working Groups & Ad Hoc Committees**

Working groups and ad hoc committees are established on a project specific basis. Such groups meet for a limited time to address specific issues of a particular project or plan. These groups may be managed by the RTC or by other participating agencies. The number of meetings, group composition, and extent of public involvement is situational and depends on the magnitude of the issue. The following key working groups contribute to the MPO's Regional Transportation Plan:

**Conformity Working Group (CWG)**

The RTC serves as the Conformity Working Group (CWG) lead agency, convening meetings quarterly or as needed to discuss and review drafts of conformity analysis and determination for the development or amendment of the RTP, TIP, Air Quality Implementation Plans (Federal, Tribal, and State), and documents relating to Transportation Control Measures for potential inclusion into the State Implementation Plan (SIP). The Clark County Department of Air Quality (DAQ) is the lead agency that develops the SIP and provide notification of SIP findings. The CWG also helps coordinate related air quality model activities required under 40 CFR §93.105 and determines conformity of federal actions to state or federal air quality implementation plans, including determining exempt projects (40 CFR §93.126 and §93.127).

The CWG is comprised of local and state air quality agencies, RTC, NDOT, Environmental Protection Agency (EPA), Federal Transit Administration (FTA), Federal Highway Administration (FHWA), and local and tribal governments. RTC staff sends meeting notices to all agencies involved.

The RTC follows all respective roles and responsibilities for air quality related transportation planning activities specified in the Clark County Transportation Conformity Plan, which applies to all EPA designated nonattainment and maintenance areas for transportation related criteria pollutants within Clark County, now or in the future.

The interagency consultation process requires agency procedures that detail how an agency makes conformity determinations and develops the RTP, TIP, and SIP. Through interagency consultations and meetings with other government agencies, the RTC requests the member cities and all other Clark County agencies to submit candidate projects and programs for inclusion in the draft. The RTC then sends information of the proposed projects that need to be included in the determination process, the conformity analysis assumptions, and proposed analysis methods to the CWG for consultation through discussions. The CWG also provides consultation on the RTC’s conformity analysis results and the draft of environmental technical reports for plans and plan amendments.
Land Use Working Group (LUWG)

The Land Use Working Group (LUWG) consists of land use planners and professionals from multiple local entities, who work collaboratively to develop consistent land use, population and employment forecasts for use in the Regional Transportation Plan (RTP). The LUWG group meets quarterly at the time of RTP development and is also convened for RTP amendments requiring conformity analysis and other planning studies as needed. The land use and air quality results and process developed by the LUWG are documented in the RTP and TIP documents. The following steps are used to develop, approve and use the forecasts:

1. Land use, population and employment forecasts are developed by the Land Use Working Group.
2. Forecasts are approved by the Southern Nevada Regional Planning Coalition and RTC Board.
3. Forecasts are added to the Travel Demand Model, which estimates future growth and traffic, by RTC staff.
4. Travel demand model is used to develop the draft RTP, which is subject to public review and comment.

Metropolitan Planning Organization (MPO) Plans

The RTC’s Metropolitan Planning Organization is responsible for overseeing the following transportation plans:

✓ **Regional Transportation Plan (RTP)** is a 20-year plan that describes the projected transportation needs in the region and outlines the strategic investments in transportation that are planned within the expected resources available. The RTP includes the Public Participation Plan (PPP), which outlines the procedures for ensuring public involvement in the development of the transportation planning documents produced by the MPO and Transit.

✓ **Transportation Improvement Program (TIP)** is a detailed listing of roadway and transit projects that are taken from the RTP and are expected to receive federal funding over the next four years. The TIP for Southern Nevada is usually updated every two years and amended or modified more frequently as needed.
Unified Planning Work Program (UPWP) lists MPO transportation planning studies and activities in Southern Nevada with updates every two years. The following process is used to develop the UPWP:

1. Planning study proposals are requested through an email sent to RTC member entities and agenda items at EAC, TAAC and MPS meetings.
2. Proposals are submitted followed by staff review.
3. UPWP is prepared, including the development of project descriptions and budget estimates.
4. Recommendations are made by the EAC, TAAC and MPS.
5. Approval is granted by the RTC Board.
6. NDOT makes an approval recommendation to the Federal Highway Administration.
7. Final approval is granted by the Federal Highway Administration.

Planning Studies identified in the UPWP often involve a degree of public involvement. While the details may vary from study to study, all such involvement is undertaken in accordance with the broad procedures outlined in the Public Participation Plan.

Master Plan of Streets & Highways and Capital Improvement Program is maintained by the Streets & Highways Department. Regionally significant and federally funded projects are also included in the RTC’s RTP and TIP, which includes required public participation. Policies and procedures related to the Master Plan of Streets and Highways and the Capital Improvement Program, which include additional public participation through Committee meetings, are available at the Streets and Highways webpage.
Plan Update Schedule

The following schedule was developed during June 2019 and is subject to change:

<table>
<thead>
<tr>
<th>Transportation Plan</th>
<th>Update Frequency</th>
<th>Last Update</th>
<th>Next Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unified Planning Work Program</td>
<td>2 years</td>
<td>May 2019</td>
<td>May 2021</td>
</tr>
<tr>
<td>Title VI Report</td>
<td>3 years</td>
<td>June 2019</td>
<td>June 2022</td>
</tr>
<tr>
<td>Regional Transportation Plan &amp; Transportation</td>
<td>4 years</td>
<td>February 2017</td>
<td>February 2021</td>
</tr>
<tr>
<td>Improvement Program</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinated Public Transit - Human Services</td>
<td>4+ years</td>
<td>March 2015</td>
<td>June 2020</td>
</tr>
<tr>
<td>Transportation Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Participation Plan</td>
<td>4 years</td>
<td>December 2019</td>
<td>December 2023</td>
</tr>
</tbody>
</table>

Table 2: Update schedule for federally required transportation and transit plans.

2020 Regional Transportation Plan Timeline

The RTC will follow the adopted Public Participation Plan process for public and stakeholder involvement and coordination in the development of the RTP. Public notices will be published in multiple languages and widely circulated in local newspapers, through social media, and online. Public meetings will be conducted throughout Southern Nevada and include multiple locations within the metropolitan planning area. Public comments received with RTC responses will be documented and attached as an RTP appendix.

The preliminary draft timeline for development of the RTP update follows:

<table>
<thead>
<tr>
<th>RTP Activity</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inform agencies and initiate call for projects</td>
<td>January 2020</td>
</tr>
<tr>
<td>RTP project list complete</td>
<td>May 2020</td>
</tr>
<tr>
<td>Air quality modeling</td>
<td>May 2020 - October 2020</td>
</tr>
<tr>
<td>RTP draft document development with performance measures</td>
<td>May 2020 - October 2020</td>
</tr>
<tr>
<td>RTP public meetings and comment period</td>
<td>October 2020</td>
</tr>
<tr>
<td>Review and incorporate public and stakeholder comments</td>
<td>November 2020</td>
</tr>
<tr>
<td>Finalize RTP and submit for approval</td>
<td>December 2020 - January 2021</td>
</tr>
</tbody>
</table>

Table 3: 2021 Regional Transportation Plan update schedule.
<table>
<thead>
<tr>
<th>Document</th>
<th>Action</th>
<th>Public Comment Period</th>
<th>Public Information Meeting(s)</th>
<th>Board &amp; Committee Public Meetings</th>
<th>Social Media &amp; Technology</th>
<th>Outreach Lead Department(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Transportation Plan</td>
<td>Four-Year Update</td>
<td>30 day public comment period is required. An additional seven days may be required if the 30 day period resulted in substantial changes.</td>
<td>Three public information meetings are required. An additional meeting in an outlying area may also be held.</td>
<td>Executive Advisory Committee RTC Board</td>
<td>RTC website Social media</td>
<td>MPO Planning leads and coordinates with Government Affairs, Media &amp; Marketing (GAMM)</td>
</tr>
<tr>
<td>Regional Transportation Plan</td>
<td>Amendment</td>
<td>21 day public comment period is required. An additional seven days may be required if the 21 day period resulted in substantial changes.</td>
<td>At least one public information meeting is required.</td>
<td>Executive Advisory Committee RTC Board</td>
<td>RTC website</td>
<td>MPO Planning leads and coordinates with GAMM</td>
</tr>
<tr>
<td>Transportation Improvement Program (TIP)/High Priority Investment Program (HPIP)</td>
<td>Four-Year Update</td>
<td>30 day public comment period is required. An additional seven days may be required if the 21 day period resulted in substantial changes.</td>
<td>At least one public information meeting is required.</td>
<td>Executive Advisory Committee RTC Board</td>
<td>RTC website Social media</td>
<td>MPO Planning leads and coordinates with GAMM</td>
</tr>
<tr>
<td>Transportation Improvement Program (TIP)/High Priority Investment Program (HPIP)</td>
<td>Amendment</td>
<td>21 day public comment period is required, with the following exceptions: 1) added exempt project with a total cost of $400k or less, which is not subject to a public comment period, and 2) project with an air quality conformity determination, which requires a 30 day public comment period.</td>
<td>Public information meeting is not required except for projects with air quality determinations, which require one public information meeting.</td>
<td>Executive Advisory Committee RTC Board</td>
<td>RTC website</td>
<td>MPO Planning leads and coordinates with GAMM</td>
</tr>
</tbody>
</table>

1 Public involvement requirements are consistent with federal regulations shown in Table 1. Additional public outreach, comment periods, public meetings, and/or public hearings may be completed at the discretion of the RTC and/or agency lead(s).

2 Public information meetings may be held in person and/or online. Comments are recorded by staff, through comment cards, or tablet computers; a court reporter is not required, but may be provided as determined by the RTC.
<table>
<thead>
<tr>
<th>Document</th>
<th>Action</th>
<th>Public Comment Period</th>
<th>Public Information Meeting(s)</th>
<th>Board &amp; Committee Public Meetings</th>
<th>Social Media &amp; Technology</th>
<th>Outreach Lead Department(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Improvement Program</td>
<td>Administrative Modification</td>
<td>Public comment period is not required.</td>
<td>Public information meeting is not required.</td>
<td>Executive Advisory Committee RTC Board</td>
<td>RTC website</td>
<td>MPO Planning leads and coordinates with GAMM</td>
</tr>
<tr>
<td>Unified Planning Work Program</td>
<td>Development and Amendment</td>
<td>Public comment period is not required.</td>
<td>Public information meeting is not required.</td>
<td>Executive Advisory Committee RTC Board</td>
<td>RTC website</td>
<td>MPO Planning</td>
</tr>
<tr>
<td>Public Participation Plan</td>
<td>Development and Amendment</td>
<td>45 day comment period is required.</td>
<td>One public information meeting is required.</td>
<td>Executive Advisory Committee RTC Board</td>
<td>RTC website Social media</td>
<td>MPO Planning leads and coordinates with GAMM</td>
</tr>
<tr>
<td>Planning Studies</td>
<td>Development</td>
<td>Public comment period is not required.</td>
<td>Public information meeting is not required.</td>
<td>Executive Advisory Committee RTC Board</td>
<td>RTC website Social media</td>
<td>MPO Planning leads and coordinates with GAMM</td>
</tr>
<tr>
<td>Capital Projects</td>
<td>Development and Amendment</td>
<td>Public comment period is not required.</td>
<td>Public information meeting is not required.</td>
<td>Executive Advisory Committee RTC Board</td>
<td>RTC website</td>
<td>MPO Streets and Highways</td>
</tr>
<tr>
<td>National Environmental Policy Act Document</td>
<td>Development</td>
<td>Refer to NEPA process (40 CFR §§ 1500-1508) for public participation requirements.</td>
<td></td>
<td></td>
<td>Project sponsor</td>
<td></td>
</tr>
</tbody>
</table>

1 Public involvement requirements are consistent with federal regulations shown in Table 1. Additional public outreach, comment periods, public meetings, and/or public hearings may be completed at the discretion of the RTC and/or agency lead(s).

2 Public information meetings may be held in person and/or online. Comments are recorded by staff, through comment cards, or tablet computers; a court reporter is not required, but may be provided as determined by the RTC.
Transportation Improvement Program (TIP) Revisions

The Las Vegas Metropolitan Area Transportation Improvement Program (TIP), a list of upcoming transportation projects also known as the High Priority Investment Program, is updated at least every four years in cooperation with area agencies. The TIP is also incorporated into the Nevada’s Statewide Transportation Improvement Program (STIP). As projects move towards implementation, changes to the TIP (i.e. project budget increases, added or deleted projects) may be needed. Federal regulations and the RTC MPO’s procedures to modify and amend the TIP are provided in this section.

Federal Regulations

An MPO may revise the TIP at any time under procedures agreed to by the cooperating parties consistent with the procedures established in this part for its development and approval. In nonattainment or maintenance areas for transportation-related pollutants, if a TIP amendment involves non-exempt projects (per 40 CFR part 93), or is replaced with an updated TIP, the MPO and the FHWA and the FTA must make a new conformity determination. In all areas, changes that affect fiscal constraint must take place by amendment of the TIP. The MPO shall use public participation procedures consistent with §450.316(a) in revising the TIP, except that these procedures are not required for administrative modifications. Definitions from 23 CFR §450.104 follow:

**Administrative Modification** means a minor revision to a long-range statewide or metropolitan transportation plan, Transportation Improvement Program (TIP), or Statewide Transportation Improvement Program (STIP) that includes minor changes to project/project phase costs, minor changes to funding sources of previously included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment, a redemonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas).

**Amendment** means a revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes or changing the number of stations in the case of fixed guideway transit projects). Changes to projects that are included only for illustrative purposes do not require an amendment. An amendment is a revision that requires public review and comment and a redemonstration of fiscal constraint. If an amendment involves “non-exempt” projects in nonattainment and maintenance areas, a conformity determination is required.

**NDOT eSTIP Portal**

The Nevada Department of Transportation in 2015 introduced the Electronic Statewide Transportation Improvement Program (eSTIP) portal to manage Statewide TIP. The RTC and MPOs statewide utilize eSTIP to print TIP project lists and manage TIP amendments and modifications. The entire TIP revision process from project submittal to Federal Highway Administration approval is processed in the eSTIP portal.
To initiate a proposed TIP revision, agencies (i.e. NDOT, RTC Transit, Las Vegas, North Las Vegas, Henderson, Clark County, Clark County Department of Air Quality, Clark County School District, Clark County Aviation, Las Vegas Monorail Company) contact the RTC MPO by email or phone. RTC staff reviews the proposed change, opens an eSTIP action, and assigns the proper TIP revision category. Agencies then add project details through the eSTIP portal.

**RTC TIP Revisions**

TIP revisions are needed for projects that utilize federal or state funding and/or are regionally significant. There are two categories of revisions: A) administrative modifications and B) amendments. The RTC MPO is responsible for coordinating TIP revisions and facilitating the review, approval and public participation process, as outlined below.

A. **Administrative Modifications**

1. **Revisions Acceptable through Administrative Modifications**
   
   a. **Minor Changes to Project Costs:** Project funding increase is less than 25% of the total project cost and no more than $2 million.
   
   b. **Minor Changes in Un-programmed Balances**
      
      i. A positive change in the un-programmed balance forward is received for an existing project in the TIP, and the positive change is less than 25% of the total project cost and no more than $2 million.
      
      ii. A negative change in the un-programmed balance forward is received for an existing project in the TIP for any dollar amount.
   
   c. **Minor Changes to Project Dates:** The project fiscal year is revised without impact on air quality horizon years, as follows:
      
      i. Project is moved within the STIP/TIP as follows: 1) third or fourth year to first or second year, or 2) second year to the first year. Project to be completed sooner/moved forward does not affect the air quality horizon years and/or the project is exempt.
      
      ii. Project is moved within the STIP/TIP as follows: 1) first year to the second, third or fourth year, or 2) second or third year to the fourth year. Project to be completed later/moved back and this change does not affect air quality horizon years and or the project is exempt.
   
   d. **Minor Changes to Project Description and Limits:** A minor change to the project description, scope, or limits is proposed; the proposal is not a major change as described in Section B.1.b.

2. **Review and Approval Process for Administrative Modifications**

   a. **Agency Request:** Agency staff submits the request to RTC staff, allowing two weeks for staff and management review.
b. **RTC Staff Review**: RTC staff reviews the request for completeness, and determines if it falls under administrative modifications. RTC staff consults with management staff (Planning Manager and/or Director) regarding the requested change. Following management concurrence, RTC staff approves the administrative modification in eSTIP portal.

c. **NDOT Review**: NDOT reviews and approves the administrative modification in eSTIP portal.

d. **Executive Advisory Committee (EAC) Informed**: EAC is notified of staff-approved administrative modification(s) through the consent agenda.

e. **RTC Board Informed**: RTC Board is informed of staff-approved administrative modification through the consent agenda; RTC Board and FHWA approval are not required.

3. **Timelines**

   a. Requests for administrative modifications are accepted on an ongoing basis. The review and approval process is approximately 2 months.

B. **Amendments**

1. **Revisions Acceptable through Amendments**

   a. **Project Added or Deleted**: A federally or state funded exempt project or activity defined under 40 CFR Part 93.126 or a regionally significant project is added or deleted. A regionally significant project serves regional transportation needs (such as access to and from the area outside the region; major activity centers in the region; major planned developments such as new retail malls, sports complexes, or employment centers; or transportation terminals) and is included in the MPO’s transportation network modeling. At a minimum, this includes all principal arterial highways and all fixed guideway transit facilities that offer an alternative to regional highway travel.

   b. **Major Change in Project Cost or Public Funding Source**: The existing project funding increase is more than 25% of the total project budget or over $2 million. Or, project funds change from private to public funding, or there is a change in the public funding category.

   c. **Major Change to Project/Project Phase Initiation Dates**: The horizon year completion date changes for regionally significant projects.

   d. **Major Change to Project Description and Limits**: A major change is proposed, such as 1) reducing or increasing the project limits/lengths, 2) significant addition or deletion of pedestrian paths, bike lanes, landscaping elements, bus turnouts, stops, and stations, or 3) significant change in number of equipment, buses, technology change, or site relocation.
e. Major Design Concept or Design Scope Change: Major changes to the project scope, such as extending project termini, adding traffic lanes, changes to system capacity, changes to resulting system access. For regionally significant projects included in the modeled conformity analysis, a change in the design concept or scope is proposed. Or, a change to the implementation of Transportation Control Measures identified in the SIPs is requested.

2. Review and Approval Process

a. Agency Approved Request: NDOT, RTC or a sponsoring agency requests an amendment to the TIP through eSTIP portal. Amendments proposed by NDOT must be signed by the Assistant Director of Planning. Amendments proposed by local agencies must be signed by the Director of Public Works.

b. RTC Staff Review: RTC staff consults management staff (Planning Manager and/or Director) of the requested change. Following the management concurrence, RTC staff begins the planning, public participation, and approval process.

c. Air Quality Conformity Process

i. Exempt Project: Roadway and transit projects listed in 40 CFR 93.126 (i.e. pavement resurfacing, adding medians) are typically exempt from the requirement to determine air quality conformity unless the MPO, in consultation with other agencies, identifies potentially adverse emissions impacts.

ii. Conformity Statement: This applies to actions that affect the design concept, scope, or alignment of regionally significant projects that are outside of the area included in the travel demand forecast model network, but are within an air quality nonattainment area.

To expedite program delivery, RTC will in certain cases approve a TIP amendment based on a conformity statement that the proposed amendment will have such minimal effect on emissions that a full conformity analysis is not warranted. RTC staff will determine on a case-by-case basis if the proposed amendment requires a conformity statement or a new conformity analysis. RTC will consult with NDOT and FHWA together or separately as appropriate in making this determination.

If a conformity statement is appropriate, RTC staff prepares a conformity statement justifying why the existing conformity finding is not affected by the proposed amendment. In the case of projects that are outside of the model network, estimates of VMT and emissions will be developed by the FHWA for the RTP conformity finding.

iii. Conformity Analysis: Added or major changes to regionally significant projects and changes to the implementation of Transportation Control Measures require conformity analysis. RTC staff initiates the Air Quality Working Group consultation process to determine the air quality modeling methodology, and prepares a conformity analysis and conformity determination after consulting with other agencies.
Public Participation: A 21 day comment period is conducted for amendments, except for: 1) added exempt projects with a total cost of $400k or less, which are not subject to a public comment period, and 2) projects with air quality conformity determinations, which require a 30 day public comment period and a public information meeting.

Executive Advisory Committee (EAC) Recommends Adoption: EAC recommends approval through the non-consent agenda.

RTC Board Adoption: RTC Board adoption required through consent agenda.

eSTIP: RTC staff submits the project(s) in eSTIP portal.

NDOT, FHWA, and/or FTA Approval: NDOT, FHWA and/or FTA review and approve the amendment through eSTIP.

eSTIP Approval Notification: The amendment requestor, RTC, and NDOT receive the final amendment approval through eSTIP.

3. Timelines

Quarterly and Annual Amendment Requests

Amendments to the TIP that are exempt from air quality conformity determinations, and require a 21 day public comment period will be considered and processed on a quarterly basis within a calendar year. The RTC Board of Commissioners convenes the second Thursday of every month, requiring receipt of Amendment information from project sponsors by RTC staff 12 weeks prior to RTC Board meetings in March, June, September, and December.

TIP Amendments requiring air quality conformity determinations will be processed once in a calendar year, if necessary. RTC staff should receive all project information required to run the Travel Demand Model and determine air quality conformity 24 weeks prior to the RTC Board meeting in that calendar year. February is the target month for the RTC Board to consider air quality conformity determinations, but may be adjusted at the discretion of RTC staff while considering the varying needs of project sponsors.

Review and Approval

Amendments for new projects exempt from the requirement to determine air quality conformity are typically reviewed and approved in 3 months. Amendments for projects requiring an air quality conformity analysis typically require approximately 6 months for modeling, review, public involvement, and approval.
**Transit Plans**

The RTC Transit Department is responsible for operating, maintaining, and planning RTC transit services in Southern Nevada including fixed route bus service, paratransit, and specialized transportation services. The RTC Finance Department manages the budget for transit services and keeps the transit department informed of the revenues and funds for seamless transit operations. The Transit Department continually monitors transit routes, and collects, and analyzes ridership data to enhance transit service.

Furthermore, the Transit Department coordinates with the Metropolitan Planning Organization to monitor the population growth, land-use patterns, and demand within the service area, which may result in a need to change transit services. Changes in the schedule(s) and route(s) follow the Federal Transit Administration (FTA), Title VI, and Environmental Justice requirements, which are documented in the Transit Title VI report.

The following planning and programming documents are maintained by RTC Transit:

- **Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan)** covers the regulations, services, needs, and programs associated with meeting the needs of the seniors and people with disabilities. The plan is derived through a locally developed process that included members of the public, private and non-profit transportation providers, and human service agencies. The Coordinated Plan guides the development of the Transit Program of Projects funded by Seniors and Individuals with Disabilities (Section 5310) and Urbanized Area Formula Programs (Section 5307), which currently funds RTC vehicles, and the Community Mobility Program, which directs local funds to non-profit specialized transportation services.

- **Transit Program of Projects (POP)** is a list of projects to be funded in a grant application submitted to FTA by a state or designated recipient. The RTC is the recipient of FTA funds, which are currently used to purchase buses and paratransit vehicles. The POP includes a brief description of the projects, total project cost, and federal share for each project, and the amount of funds used for program administration from the 10 percent allowed.

- **Short Range Transit Plan (SRTP)** identifies and analyzes the transit capital and operational needs of the Las Vegas metropolitan region for the next five to ten years. The SRTP is presented to the RTC Board for review and approval. Additionally, the SRTP is included in the travel demand model in the adopted RTP.
<table>
<thead>
<tr>
<th>Document/Service</th>
<th>Action(s)</th>
<th>Public Comment Period</th>
<th>Public Information Meeting(s)</th>
<th>Board &amp; Committee Public Meeting(s)</th>
<th>Social Media &amp; Technology</th>
<th>Outreach Lead Departments(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Program of Projects (POP)</td>
<td>Development, Amendment, Administrative Modification</td>
<td>Coordinated with the MPO TIP process (see Table 4).</td>
<td>Coordinated with the MPO TIP process (see Table 4).</td>
<td>Transportation Access Advisory Committee Executive Advisory Committee RTC Board</td>
<td>RTC website Facebook</td>
<td>Finance/Transit leads and informs MPO Planning, who prepares the TIP project list MPO Planning coordinates with GAMM</td>
</tr>
<tr>
<td>Community Mobility Program Projects</td>
<td>Development, Update</td>
<td>Public comment period is not required.</td>
<td>Public information meeting is not required.</td>
<td>Transportation Access Advisory Committee RTC Board</td>
<td>RTC website</td>
<td>Paratransit leads and coordinates with GAMM</td>
</tr>
<tr>
<td>Coordinated Public Transit-Human Services Transportation Plan</td>
<td>Development, Update</td>
<td>21 day public comment period is required.</td>
<td>At least one public information meeting is required.</td>
<td>Transportation Access Advisory Committee Executive Advisory Committee RTC Board</td>
<td>RTC website</td>
<td>Transit leads and coordinates with MPO and GAMM</td>
</tr>
</tbody>
</table>

*Additional public outreach, comment periods, public meetings, and/or public hearings may be completed at the discretion of the RTC.*
### Table 5: Transit Public Involvement Process

<table>
<thead>
<tr>
<th>Document</th>
<th>Action</th>
<th>Public Comment Period</th>
<th>Public Information Meeting(s)</th>
<th>Board &amp; Committee Public Meeting(s)</th>
<th>Social Media &amp; Technology</th>
<th>Outreach Lead Department(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bus Schedule</strong></td>
<td>Changes, Updates</td>
<td>21 day public comment period is required.</td>
<td>At least one public information meeting is required.</td>
<td>Transportation Access Advisory Committee Executive Advisory Committee RTC Board</td>
<td>RTC website Social media Route subscription services</td>
<td>Finance/Transit leads and coordinates with GAMM</td>
</tr>
<tr>
<td><strong>Major Transit Route Changes</strong></td>
<td>Route Removal, Route Alteration, New Route</td>
<td>30 day public comment period is required.</td>
<td>At least three public information meetings are required.</td>
<td>Transportation Access Advisory Committee Executive Advisory Committee RTC Board</td>
<td>RTC website Social media Route subscription services</td>
<td>Finance/Transit leads and coordinates with GAMM</td>
</tr>
<tr>
<td><strong>Fixed Route, Flexible Demand Response, Paratransit</strong></td>
<td>Fare Change</td>
<td>60 day public comment period is required.</td>
<td>At least three public information meetings are required.</td>
<td>Transportation Access Advisory Committee Executive Advisory Committee RTC Board</td>
<td>RTC website Social media</td>
<td>Finance/Transit leads and coordinates with GAMM</td>
</tr>
<tr>
<td><strong>Short Range Transit Plan</strong></td>
<td>Development, Amendment, Modification</td>
<td>Public comment period is not required.</td>
<td>Public information meeting is not required.</td>
<td>Transportation Access Advisory Committee Executive Advisory Committee RTC Board</td>
<td>RTC website Social media</td>
<td>Finance/Transit leads and coordinates with GAMM</td>
</tr>
</tbody>
</table>

---

3Additional public outreach, comment periods, public meetings, and/or public hearings may be completed at the discretion of the RTC.
Community Engagement Plan Development

The RTC Government Affairs, Media & Marketing Department (GAMM), in collaboration with the MPO and other RTC departments, and RTC member entities (if applicable), reviews the service, plan, or study that requires public involvement and develops a customized outreach plan. The Southern Nevada Strong Community Engagement Toolkit, which is based on methods and resources used during the SNS plan development, provides a detailed framework for developing and executing a community engagement plan.

Community Engagement Planning Steps

- Clarify the **project goal**, decision-making process, and outreach purposes.
- Identify the **target audiences**, levels of engagement, and key contacts through use of the following tools:
  - Use the **Community Engagement Spectrum** to clarify the level(s) of participation for key stakeholders.
  - Use the **Community Data Map** to gather socioeconomic and demographic data and identify locations of historically underrepresented groups.
  - Use the **Community Engagement Contact Request Form** to obtain a list of potential stakeholders and partners.
- Use the **Community Engagement Worksheet** to develop the **engagement plan**, which includes roles, outreach tactics, translation and interpretation needs, budget, and evaluation measures.
- Evaluate the outcome (see **Evaluation Guide**), prepare **report**, and share with decision makers.

Additional Resources

The following additional resources may be used when developing and implementing community engagement plans:

- RTC Title VI Reports and Language Assistance Plan (June 2019)
- Environmental Justice Analysis in Transportation and Programming: State of the Practice, FHWA (March 2019)
- Practices for Online Public Involvement, National Cooperative Highway Research Program (2019)
**Tools & Tactics**

Public outreach tools and tactics are based on: 1) required public comment periods and meetings identified in the MPO Required Public Involvement Process (Table 4) and Transit Required Public Involvement Process (Table 5), 2) methods identified in the Community Engagement Spectrum, and 3) additional outreach channels and methods identified by RTC GAMM. Since audiences seek information in different ways, a dynamic approach blending traditional, digital, and innovative methods is used.

<table>
<thead>
<tr>
<th>Public Participation Tools &amp; Tactics Menu</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Meetings</strong></td>
</tr>
<tr>
<td>Community conversations</td>
</tr>
<tr>
<td>Neighborhood meeting</td>
</tr>
<tr>
<td>Open houses</td>
</tr>
<tr>
<td>Pop-up meeting</td>
</tr>
<tr>
<td>Public comment</td>
</tr>
<tr>
<td>Public hearings at RTC committee meetings</td>
</tr>
<tr>
<td>Public information meeting</td>
</tr>
<tr>
<td>Telephone town hall meeting</td>
</tr>
<tr>
<td>Town hall meeting</td>
</tr>
<tr>
<td><strong>Communities</strong></td>
</tr>
<tr>
<td>Advisory boards (technical or other)</td>
</tr>
<tr>
<td>Stakeholder groups</td>
</tr>
<tr>
<td>Working groups</td>
</tr>
<tr>
<td><strong>Small Group Input</strong></td>
</tr>
<tr>
<td>Elected briefings</td>
</tr>
<tr>
<td>Focus groups</td>
</tr>
<tr>
<td>Neighborhood association meetings</td>
</tr>
<tr>
<td>One-on-one interviews</td>
</tr>
<tr>
<td>Stakeholder briefings</td>
</tr>
<tr>
<td><strong>Local Media</strong></td>
</tr>
<tr>
<td>Newspaper advertisement</td>
</tr>
<tr>
<td>Press/media release</td>
</tr>
<tr>
<td>Public service announcements</td>
</tr>
<tr>
<td><strong>Neighborhood &amp; Special Events</strong></td>
</tr>
<tr>
<td>Community or civic event</td>
</tr>
<tr>
<td>Conversation café</td>
</tr>
<tr>
<td>Door to Door contact</td>
</tr>
<tr>
<td>Design charrettes</td>
</tr>
<tr>
<td>Local issues forum</td>
</tr>
<tr>
<td>Meet-ups</td>
</tr>
<tr>
<td>Neighborhood block parties</td>
</tr>
<tr>
<td>On Board Bus event</td>
</tr>
<tr>
<td>Outreach events</td>
</tr>
<tr>
<td>Pop-up events</td>
</tr>
<tr>
<td>Presentations at local partner meetings</td>
</tr>
<tr>
<td>Workshops</td>
</tr>
<tr>
<td><strong>Surveys</strong></td>
</tr>
<tr>
<td>Intercept surveys</td>
</tr>
<tr>
<td>Online survey</td>
</tr>
<tr>
<td>Mail survey</td>
</tr>
<tr>
<td>Social media polls</td>
</tr>
<tr>
<td>Telephone surveys</td>
</tr>
<tr>
<td><strong>Online</strong></td>
</tr>
<tr>
<td>Applications and gamification</td>
</tr>
<tr>
<td>E-communications</td>
</tr>
<tr>
<td>Facebook Live public meetings</td>
</tr>
<tr>
<td>Feedback kiosk</td>
</tr>
<tr>
<td>Interactive websites and maps (Story Maps)</td>
</tr>
<tr>
<td>Newsletters</td>
</tr>
<tr>
<td>Online public meeting</td>
</tr>
<tr>
<td>Online survey</td>
</tr>
<tr>
<td>Project webpage</td>
</tr>
<tr>
<td>Social media (Facebook, Twitter, Instagram, YouTube), social listening and monitoring, geo-targeted ads and social boosts</td>
</tr>
<tr>
<td>Social media incentives/rewards</td>
</tr>
<tr>
<td>Video animation (Stop Motion, White Board, 3-D/2-D, kinetic typography, documentary, choose your video)</td>
</tr>
<tr>
<td><strong>Printed Materials</strong></td>
</tr>
<tr>
<td>Bilingual, accessible executive summaries</td>
</tr>
<tr>
<td>Brochures and fact sheets</td>
</tr>
<tr>
<td>Door hangers</td>
</tr>
<tr>
<td>Mailers &amp; flyers</td>
</tr>
<tr>
<td><strong>Visualization</strong></td>
</tr>
<tr>
<td>3D rendering (streetscape or architectural drawing)</td>
</tr>
<tr>
<td>Aerial maps</td>
</tr>
<tr>
<td>Augmented reality</td>
</tr>
<tr>
<td>Before and after photos</td>
</tr>
<tr>
<td>Infographics</td>
</tr>
<tr>
<td>Interactive maps</td>
</tr>
<tr>
<td>Photo simulations</td>
</tr>
<tr>
<td>Streetmix.net roadway design</td>
</tr>
<tr>
<td>Video production</td>
</tr>
<tr>
<td>Virtual reality</td>
</tr>
</tbody>
</table>

*Documents may be designed using the RTC Brand Design Guide and universal design principles.*

Figure 4: Menu of potential tools and tactics that are incorporated into project-specific outreach plans.
Best Practices

Surveys

✓ **Determine level of accuracy.** Surveys may or may not be statistically valid depending on the nature and scale of the project, community impact, and resources available.

✓ **Clarify planning decision first.** Determine what decisions need to be made with the data first; responses gathered through the survey should be measurable and answer specific transportation planning questions.

✓ **Gather contact info.** Request zip code and email at the beginning of the survey to improve the rate of people answering. Also, request demographic data in order to determine if all populations have been reached.

✓ **Keep it simple and easy to understand.** Keep surveys to no more than 10-12 questions, without sub-questions. Make all questions optional for ease of taking the survey. Simplify language to third-grade level and provide clear instructions. Also, avoid leading pictures.

✓ **Include Spanish version.** Locate the “Take in Spanish” button in the top right of the page and have it stand out from the rest of the design.

✓ **Capture transportation mode data.** Combine or separate transportation modes or ideas (i.e. biking and walking) consistently throughout the survey.

✓ **Avoid common question pitfalls.** Avoid drag-and-drop options and ranking questions – use radio buttons instead. Provide a limited number of answers/responses for multiple choice, and use the “other” option with a “write-in” text box. For rating scales, use understandable, extreme positives (best ever) and negatives (terrible).

✓ **Track survey responses.** Include Google Analytics on the survey to easily track where people are coming from. Create different survey links to track Wi-Fi, iPad, online, organizations, etc. Use a digital ad survey platform (i.e. Qualtrics).

✓ **Provide promotions and incentives.** Provide appropriate incentives for gathering needed demographic data (e.g. bus passes, tickets to local sporting events, gift cards).

✓ **Develop hard copy version.** Provide both a simple paper and electronic version of the survey.

---

Over 12,000 people participated in On Board online survey.
Best Practices

Email Marketing (E-Blasts)

- **Develop customized email list(s).** After determining the target audience, develop a project specific email list.

- **Schedule smart.** Tuesdays at 10 a.m. is consistently the best time. The second best day is Thursday, followed by Wednesday. Timing should also consider 24-hour work schedules, holidays, major events, school and childcare hours, and other local factors to maximize open rates.

- **Focus on the subject line.** Set the email up for success with a clever subject with 30-50 characters (maximum). Include action verbs and create a clear and irresistible value proposition that matches the content of the email. For consistency, use the same subject for newsletters, which helps the reader know what to expect.

- **Encourage sharing.** Ask people to share and include social media share buttons. Always include social buttons that link to RTC social media channels.

- **Optimize for mobile.** Ensure that the email is tested and viewable via mobile phone. Limit the width of email body to 650 pixels and ensure call-to-action buttons are 45-57 pixels tall to match the size of adult fingertips.

- **Test, test, and test again.** If time permits, compare two versions of campaign creative, known as an “A/B test”. Test subject lines, new creative, and layout concepts. Test internally with team members and with others removed from the project for a set of fresh eyes.

- **Track, analyze and review.** Compare email results with previous campaigns. Track the number of open rates, click rates, unsubscribes, and popular content. Compare at 48 hour mark and a week after launch, and to industry benchmarks (i.e. MailChimp benchmarks).

- **Reward subscribers (if possible).** Invite subscribers to take a feedback survey on the newsletter and provide rewards.
**Best Practices (continued)**

**Special Events**

- **Go where the people are.** Attend existing events where people are already going. Work the crowd – look for lines of people.

- **Know your audience and prepare accordingly.** Customize the event based on the target audience (i.e. families, children, seniors, veterans, etc.).

- **Coordinate bus stop outreach with RTC Transit.** Avoid evenings – stops are busy, but people want to go home. Work with RTC Transit Planning to determine busiest times and locations.

- **Have a hook and stand out!** Provide a benefit or solution. Include a unique experience or service, interactive component, or game.

- **Publicize and provide incentives.** If you create your own event, go big on publicizing and provide an incentive for attending and/or gathering demographic data (i.e. bus passes, game tickets, gift cards).

**Notification Methods**

All RTC public notices are currently published in major English and Spanish, and Chinese newspapers, which have high viewership and circulation in the Las Vegas Valley. The following additional notification methods may be utilized to share public notices:

- Newsletters
- Mailing lists
- Direct mail
- Local media
- Social media
- Paid advertisements
- Flyer distribution at locations such as community based organizations, bus stations, government offices
- E-mail and online distribution by government agencies and partners

*The RTC received the Nevada Chapter of the American Planning Association’s 2018 Outstanding Public Outreach Award for On Board: Your Future Transit Plan.*
General Outreach

In addition to techniques customized for specific projects, the RTC uses the following tools for ongoing outreach and information sharing:

Website

The RTC website, www.rtcnv.com, is another outlet for citizens to give and receive information. Plans, programs, studies, and public notices are posted and available on the website for review and download.

The website is updated on a constant basis with the most current and relevant information related to the RTC. Bus passes may be purchased online, transit trips may be planned, and the user can sign up for services, download plans or agendas, or contact the agency via several online forms and portals. Public notices are posted on the main webpage under the news and information tab to bring immediate attention to publically relevant topics or meetings.

Social Media

The RTC utilizes social media technology, such as Facebook, Twitter, Instagram, and YouTube to bring attention to transportation issues and upcoming RTC events instantaneously.

Local Media

The RTC maintains communication with local and national media through various means, including media advisories, press releases, reporter and editorial briefings, and informal communication. Commission meetings are also broadcast on Clark County Television (CCTV) Channel 4.

Special Events

The RTC also participates and sponsors several community events each year to assist in promoting and educating the community regarding all forms of transportation.

Partnering

The RTC also participates and sponsors several community events each year to assist in promoting and educating the community regarding all forms of transportation.
**Evaluation Measures**

The following metrics, based on the *On Board Engagement Report (December 2019)*, may be used to measure the success of project-specific community engagement plans, and the **number of people engaged** in MPO and transit plans overall:

- ✔ Total surveys
- ✔ Total events
- ✔ Total community reach

Additional evaluation measures may be identified to meet the needs of individual plans and studies. Demographic and/or zip code data captured through online surveys should be analyzed throughout the process to ensure that survey respondents are representative of the community and are from the targeted geographic area. The *Southern Nevada Strong Community Engagement Evaluation Guide* may also be used throughout the project to assess the qualitative level of project success and impact, and identify any needed process changes.
Appendix A: Community Engagement Summary

Public Participation Plan outreach reached over 2,200 people through the following efforts:

- Peer review by key stakeholders and communications experts;
- 45-day public comment period held from August 26, 2019 to October 10, 2019;
- Plan webpage with a 90-second video and online poll;
- Public meeting held on September 16, 2019; and
- Presentations at meetings of the RTC Metropolitan Planning Subcommittee, Transportation Access Advisory Committee, and Executive Advisory Committee.

Additionally, Facebook posts, including a 30-second video, reached 18,259 people and resulted in 894 engagements.

Online Poll

Online poll participants shared communication and outreach preferences by selecting their top three choices. As shown in the results summary (see page A-2), people polled prefer to receive information through the following channels: social media (72%), television (68%), websites (50%), and word of mouth (43%). Additionally, poll respondents prefer to share input to the RTC through email (78%), online polls (71%), social media (45%), and text message (32%).

When comparing demographics of poll respondents and the Clark County general population, there is an underrepresentation of people 17 years old and younger and Hispanic and Latino populations. Additionally, poll respondents have slightly lower incomes than the Clark County general population, and not all geographic areas are equally represented. Since most poll responses came from e-mail and social media marketing, there is also a potential bias towards electronic communications.

Public Comments

Public comments included feedback related to transit and public meetings. See page A-9 for comments from all sources (email, phone, social media, public meeting, and online poll) and RTC responses.
Online Poll Results

Q1. How do you most often hear about news and events in your community? Select your top 3.

Q2. How would you most likely provide your input to the RTC? Select your top 3.
Question 1: How do you most often hear about news and events in your community? Select your top 3.

<table>
<thead>
<tr>
<th>Options</th>
<th>Number</th>
<th>Percent of People Polled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social media</td>
<td>1546</td>
<td>72%</td>
</tr>
<tr>
<td>Television</td>
<td>1470</td>
<td>68%</td>
</tr>
<tr>
<td>Website</td>
<td>1073</td>
<td>50%</td>
</tr>
<tr>
<td>Word of mouth</td>
<td>926</td>
<td>43%</td>
</tr>
<tr>
<td>Newspaper</td>
<td>514</td>
<td>24%</td>
</tr>
<tr>
<td>Newsletter</td>
<td>271</td>
<td>13%</td>
</tr>
<tr>
<td>Community organizations</td>
<td>221</td>
<td>10%</td>
</tr>
<tr>
<td>Neighborhood associations</td>
<td>170</td>
<td>8%</td>
</tr>
<tr>
<td>Place of worship</td>
<td>71</td>
<td>3%</td>
</tr>
<tr>
<td>Other (write-in responses)</td>
<td>188</td>
<td>9%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Write-in Responses</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online/Electronic</td>
<td>72</td>
<td>3.35%</td>
</tr>
<tr>
<td>App</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>App - Fox 5</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>App - local news</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>App - News (Apple, news feed, other)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>App - Next Door</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Blogs</td>
<td>1</td>
<td></td>
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<tr>
<td>Email</td>
<td>32</td>
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</tr>
<tr>
<td>Email and social media</td>
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<td></td>
</tr>
<tr>
<td>Facebook</td>
<td>1</td>
<td></td>
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<tr>
<td>Facebook, Google</td>
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<td></td>
</tr>
<tr>
<td>Google</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Google News</td>
<td>1</td>
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</tr>
<tr>
<td>Internet</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Internet news</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>NextDoor.com</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>
Question 1: How do you most often hear about news and events in your community? Select your top 3.

<table>
<thead>
<tr>
<th>Write-in Responses</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Online news</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Online search engine</td>
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<td></td>
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<tr>
<td>Reddit</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Text</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Text, e-mail and widders.com</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Web searches</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>widders.com</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>YouTube</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>Radio</strong></td>
<td><strong>40</strong></td>
<td><strong>1.86%</strong></td>
</tr>
<tr>
<td>Radio</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>Radio - KNPR</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Radio - public</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td><strong>Community Destinations</strong></td>
<td><strong>19</strong></td>
<td><strong>0.88%</strong></td>
</tr>
<tr>
<td>Bus</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Hospital</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>School</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>University Campus</td>
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<td></td>
</tr>
<tr>
<td>Walk in</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Watching life</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Work</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Work Bulletin Boards</td>
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<td></td>
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<tr>
<td>Work Meetings</td>
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<tr>
<td><strong>Publications</strong></td>
<td><strong>13</strong></td>
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<tr>
<td>Local magazines</td>
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<td></td>
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<tr>
<td>Magazines</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Mail</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>
Question 1: How do you most often hear about news and events in your community? Select your top 3.

<table>
<thead>
<tr>
<th>Write-in Responses</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly magazine</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Weekly, Seven</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Interaction with People</strong></td>
<td><strong>11</strong></td>
<td>0.51%</td>
</tr>
<tr>
<td>Family and friends</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Interaction of people</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Relationships with public officials and stakeholders</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Son is a driver</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>UNLV friend</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Word of mouth</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Multiple Sources</strong></td>
<td><strong>7</strong></td>
<td>0.33%</td>
</tr>
<tr>
<td>Email, board meetings, UNLV interaction</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Emails and community outreach initiatives</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Library, radio</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Next door, Henderson posts signs on lampposts, yelp, Henderson happenings, parks and rec websites</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Radio and physical signage</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Radio, email</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Print publication, radio</td>
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<td></td>
</tr>
<tr>
<td><strong>Public Meetings &amp; Postings</strong></td>
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<td>0.33%</td>
</tr>
<tr>
<td>Enterprise TAB</td>
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<tr>
<td>Job posting</td>
<td>1</td>
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<tr>
<td>Press releases</td>
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<tr>
<td>Public postings</td>
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<td>RTC Agendas; I have the agenda sent to me. But the three times I have asked about Agenda Items I have NEVER received an answer</td>
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<td></td>
</tr>
<tr>
<td>Transportation Committee Service, RTC Monthly Mtgs. in person</td>
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<td></td>
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<tr>
<td>UNLV meetings</td>
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<td></td>
</tr>
<tr>
<td><strong>Other/not applicable</strong></td>
<td><strong>9</strong></td>
<td></td>
</tr>
</tbody>
</table>
Question 2: How would you most likely provide input to the RTC?  
Select your top 3.

<table>
<thead>
<tr>
<th>Options</th>
<th>Number</th>
<th>Percent of People Polled</th>
</tr>
</thead>
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<td>1678</td>
<td>78%</td>
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<tr>
<td>Online survey</td>
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<td>71%</td>
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<td>Social media</td>
<td>978</td>
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<tr>
<td>Text message</td>
<td>688</td>
<td>32%</td>
</tr>
<tr>
<td>Phone call</td>
<td>446</td>
<td>21%</td>
</tr>
<tr>
<td>In person event</td>
<td>280</td>
<td>13%</td>
</tr>
<tr>
<td>Community event</td>
<td>263</td>
<td>12%</td>
</tr>
<tr>
<td>Public meetings</td>
<td>257</td>
<td>12%</td>
</tr>
<tr>
<td>During a focus group</td>
<td>175</td>
<td>8%</td>
</tr>
<tr>
<td>Write a letter</td>
<td>118</td>
<td>5%</td>
</tr>
<tr>
<td>Other (write-in responses)</td>
<td>43</td>
<td>2%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Write-in Responses</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online/Electronic</td>
<td>19</td>
<td>0.88%</td>
</tr>
<tr>
<td>App</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>App - mobile</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>App - Next Door</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Google maps</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Online</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>On-line poll</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>RTC app</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Online survey - I would actually only use an online survey, but I was required to select 3 options.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>their website</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Transit watch</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Twitter - I tweet my dissatisfaction with the bus system now and then</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Website - contact through website, contact form</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>
Question 2: How would you most likely provide input to the RTC?  
Select your top 3.

<table>
<thead>
<tr>
<th>Write-in Responses</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Share with Staff and Board</td>
<td>4</td>
<td>0.19%</td>
</tr>
<tr>
<td>At BTC</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Conversation with staff</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Directly to the Board of Directors</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Convenient Public Meetings</strong></td>
<td>3</td>
<td>0.14%</td>
</tr>
<tr>
<td>please accept the FACT that e-mail is the most likely form of communication. If you have a live or recorded video, a link would be good. If your meetings are held during the work day, as they are, only public officials and your contractors will be present.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Public meetings are timed during work!!!!</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>i don’t know I am disabled and in a wheel so i cannot go to your meetings, you turned me down so i am confirmed to my apartment property.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>In Person Outreach</strong></td>
<td>3</td>
<td>0.05%</td>
</tr>
<tr>
<td>Knocking my door</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Groups</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Stakeholder Meeting</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Publications</strong></td>
<td>1</td>
<td>0.05%</td>
</tr>
<tr>
<td>Local magazine</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>11</td>
<td>0.51%</td>
</tr>
<tr>
<td>Any way you want</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Don’t use it</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>No other/nothing else</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Would likely not request continued contact</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>On maps</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>through other governmental bodies</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
### Q3. What is your age?

<table>
<thead>
<tr>
<th>Age</th>
<th>People Polled</th>
<th>Clark County General Population</th>
<th>Poll Gap</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 or younger</td>
<td>30</td>
<td>23.66%</td>
<td>-22.26%</td>
</tr>
<tr>
<td>18-29</td>
<td>408</td>
<td>16.17%</td>
<td>2.81%</td>
</tr>
<tr>
<td>30-39</td>
<td>444</td>
<td>14.38%</td>
<td>6.27%</td>
</tr>
<tr>
<td>40-49</td>
<td>435</td>
<td>13.91%</td>
<td>6.32%</td>
</tr>
<tr>
<td>50-59</td>
<td>374</td>
<td>12.68%</td>
<td>4.71%</td>
</tr>
<tr>
<td>60 or older</td>
<td>421</td>
<td>19.58%</td>
<td></td>
</tr>
<tr>
<td>Prefer not to answer</td>
<td>38</td>
<td>19.20%</td>
<td>0.38%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2150</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Clark County General Population Source: U.S. Census, American Community Survey (ACS) 2013-2017 Five Year Estimates, Tables B01001 (Sex By Age), S1901 (Income in the Past 12 Months), and B03002 (Hispanic or Latino Origin by Race).

### Q4. What is your gender?

<table>
<thead>
<tr>
<th>Gender</th>
<th>People Polled</th>
<th>Clark County General Population</th>
<th>Poll Gap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>1024</td>
<td>50.00%</td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td>1074</td>
<td>50.00%</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>9</td>
<td>50.00%</td>
<td></td>
</tr>
<tr>
<td>Prefer not to answer</td>
<td>43</td>
<td>50.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2150</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Q5. What is your race/ethnicity?

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>People Polled</th>
<th>Clark County General Population</th>
<th>Poll Gap</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>983</td>
<td>44.10%</td>
<td>2.20%</td>
</tr>
<tr>
<td>Black/African American</td>
<td>346</td>
<td>10.80%</td>
<td>5.50%</td>
</tr>
<tr>
<td>Hispanic or Latino</td>
<td>369</td>
<td>30.70%</td>
<td>-13.32%</td>
</tr>
<tr>
<td>Asian</td>
<td>119</td>
<td>9.50%</td>
<td>-3.89%</td>
</tr>
<tr>
<td>American Indian or Native American</td>
<td>21</td>
<td>0.04%</td>
<td>0.95%</td>
</tr>
<tr>
<td>Native Hawaiian or Pacific Islander</td>
<td>27</td>
<td>0.74%</td>
<td>0.52%</td>
</tr>
<tr>
<td>Two or more races</td>
<td>151</td>
<td>5.00%</td>
<td>2.11%</td>
</tr>
<tr>
<td>Prefer not to answer</td>
<td>128</td>
<td>6.03%</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>6</td>
<td>0.28%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2150</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Q6. What is your income?

<table>
<thead>
<tr>
<th>Income</th>
<th>People Polled</th>
<th>Clark County General Population</th>
<th>Poll Gap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $20,000</td>
<td>390</td>
<td>31.00%</td>
<td>5.56%</td>
</tr>
<tr>
<td>$20,000-$34,999</td>
<td>396</td>
<td>18.42%</td>
<td></td>
</tr>
<tr>
<td>$35,000-$49,999</td>
<td>312</td>
<td>14.60%</td>
<td>-0.09%</td>
</tr>
<tr>
<td>$50,000-$74,999</td>
<td>265</td>
<td>19.70%</td>
<td>-7.37%</td>
</tr>
<tr>
<td>$75,000-$99,999</td>
<td>169</td>
<td>12.90%</td>
<td>-5.04%</td>
</tr>
<tr>
<td>$100,000-$149,999</td>
<td>187</td>
<td>13.10%</td>
<td>-4.40%</td>
</tr>
<tr>
<td>$150,000-$199,999</td>
<td>68</td>
<td>4.60%</td>
<td>-1.44%</td>
</tr>
<tr>
<td>$200,000 or more</td>
<td>56</td>
<td>4.00%</td>
<td>-1.40%</td>
</tr>
<tr>
<td>Prefer not to answer</td>
<td>307</td>
<td>4.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2150</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Public Comments

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Source</th>
<th>Date</th>
<th>Comment</th>
<th>RTC Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dora Wooten</td>
<td>Facebook post</td>
<td>9/10/2019</td>
<td>I completed my survey. It was easy :)</td>
<td>No action. Surveys are identified as an outreach tool.</td>
</tr>
<tr>
<td>2</td>
<td>Berry Johnston</td>
<td>Facebook post</td>
<td>10/9/2019</td>
<td>Information provided by the Ministry of Truth to ensure you choose what they were told the public needs to choose so RTC executives and our politicians can achieve their retirement goals.</td>
<td>No action. The Public Participation Plan includes a policy to “engage stakeholders early”, and establishes methods for outreach.</td>
</tr>
<tr>
<td>3</td>
<td>Not provided</td>
<td>Online poll</td>
<td>10/4/19</td>
<td>please accept the FACT that e-mail is the most likely form of communication. If you have a live or recorded video, a link would be good. If your meetings are held during the work day, as they are, only public officials and your contractors will be present.</td>
<td>The Public Participation Plan identifies a range of tools that may be used to engage the community. Public meetings for MPO plans and studies are scheduled during the evening. For major plans projects, the RTC broadcasts public meetings through Facebook Live when possible. The RTC Board meeting live stream occurs through the YouTube ClarkCountyNV channel. Recorded versions of RTC Board meetings are provided on the RTC website and YouTube RTC of Southern Nevada channel (Board Meeting playlist). Audio files for Committee meetings are also available upon request.</td>
</tr>
<tr>
<td>4</td>
<td>Not provided</td>
<td>Online poll</td>
<td>10/3/19</td>
<td>Public meetings are timed during work!!!!</td>
<td>See comment #3 response above.</td>
</tr>
<tr>
<td>5</td>
<td>Not provided</td>
<td>Online poll</td>
<td>8/27/19</td>
<td>i don't know I am disabled and in a wheel so i cannot go to your meetings, you turned me down so i am confirmed to my apartment property.</td>
<td>Comment forwarded to RTC Transit and Paratransit.</td>
</tr>
</tbody>
</table>
## Public Comments

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Source</th>
<th>Date</th>
<th>Comment</th>
<th>RTC Response</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Transit Routes &amp; Technology</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Vegas Bob</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>When r u going to build the Tram down MryInd Pkwy, we need it now!!!</td>
<td>The Maryland Parkway transit project construction is expected to begin in 2022. Comment forwarded to RTC Transit, Capital Projects, and the On Board Mobility Plan project team.</td>
</tr>
<tr>
<td>7</td>
<td>Christi Lee Lazaroff</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>Please have an Ann road bus going East/West from Rainbow to Pecos you have no East/West bus further than Craig road thank you.</td>
<td>Comment forwarded to RTC Transit and the On Board Mobility Plan project team.</td>
</tr>
<tr>
<td>8</td>
<td>Leo Cardoza</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>Need a nonstop from Centennial to Henderson bus</td>
<td>Comment forwarded to RTC Transit and On Board team.</td>
</tr>
<tr>
<td>9</td>
<td>James C. Wright</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>Let's have a light rail from Boulder City all the way to the speed one way and then another 1 going up towards the Northwest</td>
<td>Comment forwarded to RTC Transit and the On Board Mobility Plan project team.</td>
</tr>
<tr>
<td>10</td>
<td>Scot Reinking</td>
<td>Email to RTC MPO</td>
<td>10/7/2019</td>
<td>When I lived in Denver CO, on their bussiest bus routes, they incorporated what they called a limited. In essence, every third bus on these routes was a limited. What that means is it only stops at major intersections. Take for instance the Tropicana bus. Every third bus wood stop only at say Rainbow, Torrey Pines, Jones, Decatur etc. This could be incorporated on the 201, 202, Charleston, Sahara, BHX, among others. It would greatly reduce the travel time for riders taking the bus over long distances. Besides, there's nothing express about (Sahara express, bhx). Thank you.</td>
<td>Comment forwarded to RTC Transit and the On Board Mobility Plan project team.</td>
</tr>
</tbody>
</table>
# Public Comments

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Source</th>
<th>Date</th>
<th>Comment</th>
<th>RTC Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Kaneika Bell-Brown</td>
<td>Facebook post</td>
<td>10/9/2019</td>
<td>Extend the freaking monorail make sure you add a stop near the new stadium. Monorail should go to the baseball stadiums too and the airport. Sorry taxi companies, there aren’t horse and buggies anymore either sometimes you have to know when your obsolete</td>
<td>Comment forwarded to RTC Transit and the On Board project team.</td>
</tr>
<tr>
<td>12</td>
<td>Resident</td>
<td>Phone call to RTC GAMM</td>
<td>9/10/2019</td>
<td>Resident lives near E. Bonanza Road &amp; Temple Way, right by the Mormon temple. About 4 years ago there use to be a bus stop near her but it’s no longer there. She now has to walk to Bonanza and Sloan to catch the bus (possibly the 208).</td>
<td>Comment forwarded to RTC Transit.</td>
</tr>
<tr>
<td>13</td>
<td>Carlos Sandhu- Gonzalez</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>Public transport sucks in this city 😂😂😂😂😂 there goes your feed back. Busses shouldn’t take an hour in between in areas where people utilize them to get to work. Public transit sadly caters to tourists instead of people that make this city run! On runs often near strip areas</td>
<td>Comment forwarded to RTC Transit and the On Board Mobility Plan project team.</td>
</tr>
<tr>
<td>14</td>
<td>Carolyn Higgins, Amalgamated Transit Union</td>
<td>Public meeting</td>
<td>9/16/2019</td>
<td>Increase awareness of bus routes that end at night. Some passengers don't expect the route to end, and have to walk in the dark.</td>
<td>Comment forwarded to RTC Transit and the On Board Mobility Plan project team.</td>
</tr>
<tr>
<td>15</td>
<td>C.L. White</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>#1 priority is to give your drivers a psychological evaluation before you put them behind the wheel so they will be trained to know how to deal with the public.so many of them are very rude.</td>
<td>Comment forwarded to RTC Transit.</td>
</tr>
</tbody>
</table>
## Public Comments

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Source</th>
<th>Date</th>
<th>Comment</th>
<th>RTC Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Alfred Ornelas</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>In response to comment #15: Entitled</td>
<td>Comment forwarded to RTC Transit.</td>
</tr>
<tr>
<td>17</td>
<td>C.L. White</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>Some of the drivers are miserable you can tell they hate their jobs. if you can’t handle your job or if you really don't want to be there then get the hell out of that seat and go find a job you can handle. stop taking your frustrations out on us paying customers.</td>
<td>Comment forwarded to RTC Transit.</td>
</tr>
<tr>
<td>18</td>
<td>Ryan Young</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>In response to comment #17: C.L. White White well yeah, from all the scumbags they have to deal with daily.</td>
<td>Comment forwarded to RTC Transit.</td>
</tr>
<tr>
<td>19</td>
<td>Alicia Solomon</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>Maybe not leave people at bus stops because they're late and need to hurry.</td>
<td>Comment forwarded to RTC Transit.</td>
</tr>
</tbody>
</table>

### Transit Customer Behavior

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Source</th>
<th>Date</th>
<th>Comment</th>
<th>RTC Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Sergio Santos</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>Maybe those that are being left should be more considerate for the people on time as well and already on the bus we all got to be somewhere dont blame the driver. Be there 5 min early wont hurt BHX and the Duece ride everyday and they are decent drivers.</td>
<td>Comment forwarded to RTC Transit.</td>
</tr>
<tr>
<td>21</td>
<td>Phillip Estrada</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>homeless people major disruption on the bus</td>
<td>Comment forwarded to RTC Transit.</td>
</tr>
</tbody>
</table>

### Transit Employment

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Source</th>
<th>Date</th>
<th>Comment</th>
<th>RTC Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Jose Gonzalez</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>What do i need to drive a bus.</td>
<td>No action; response provided in comment 23.</td>
</tr>
<tr>
<td>23</td>
<td>Ryan Young</td>
<td>Facebook video</td>
<td>9/27/2019</td>
<td>In response to comment #22: class b</td>
<td>No action.</td>
</tr>
</tbody>
</table>
RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE AWARD OF BID NO.17-031CON-1, RTC SECURITY IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, CONTI CORPORATION, IN THE AMOUNT NOT-TO-EXCEED $2,099,454.00, INCLUSIVE OF A $300,000.00 OWNER-CONTROLLED ALLOWANCE, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:
Funds in the amount of $2,099,454.00 are budgeted and available in the Transit Fund for Fiscal Year 2020. The construction of this project is eligible for reimbursement with 80 percent federal funds and a 20 percent local match.

BACKGROUND:
Bid No. 17-031CON-1, RTC Security Improvement Project, was issued on August 21, 2019. The bids were received and opened at a public bid opening on September 25, 2019. The result follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Response Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conti Corporation</td>
<td>$2,099,454.00</td>
</tr>
<tr>
<td>Stanley Convergent Security Solutions (Stanley Black &amp; Decker)</td>
<td>$2,204,568.22</td>
</tr>
<tr>
<td>Climatec, LLC</td>
<td>$2,296,093.00</td>
</tr>
<tr>
<td>Johnson Controls Inc</td>
<td>$2,464,177.30</td>
</tr>
</tbody>
</table>

The mandatory Disadvantaged-owned Business Enterprise (DBE) participation goal is 8.3 percent. The bidder’s commitment is 9.5 percent.

The scope of work includes activities to replace the current Video Management System (VMS) and upgrade cameras at the following RTC facilities: Administration Building (Admin), Bonneville Transit Center (BTC), Bonneville Annex (BTC Annex), Centennial Hills Transit Center (CHTC), Integrated Bus Maintenance Facility (IBMF), Mobility Training Center (MTC), South Strip Transfer Terminal (SSTT), Sunset Maintenance Facility (SMF), Westcliff Transit Center (WTC), Bus Rapid Transit Shelters, Ticket Vending Machines (TVM) and VMS licensing. Also included are select access control system device additions and upgrades. The access control and camera surveillance system will enable the prevention of unauthorized persons from entering critical operations areas within the facilities.
RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC)
APPROVE THE AWARD OF BID NO.17-031CON-1, RTC SECURITY IMPROVEMENTS AT
VARIOUS LOCATIONS PROJECT, TO THE LOWEST RESPONSIVE AND RESPONSIBLE
BIDDER, CONTI CORPORATION, IN THE AMOUNT NOT-TO-EXCEED $2,099,454.00,
INCLUSIVE OF A $300,000.00 OWNER-CONTROLLED ALLOWANCE, AND AUTHORIZE
THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)

BACKGROUND (continued):

Staff recommends approval of the contract and award of the bid to the lowest responsive, responsible
bidder, Conti Corporation, in the not-to-exceed amount of $2,099,454.00.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

RTC Item #30
December 12, 2019
Consent
THIS CONTRACT (“Contract”) is made and entered into this 12th day of December, 2019, by and between the Regional Transportation Commission of Southern Nevada, a local government in the State of Nevada (“hereafter referred to as the “RTC”) and Conti Corporation, (“hereafter referred to as the “Contractor”), collectively referred to as the Parties.

RECITALS:

WHEREAS, the Contractor having submitted a Bid to the RTC for the construction of the project commonly known and referred to as RTC Security Improvements at Various Locations Project, Bid No. 17-031CON-1 issued on August 21, 2019; and

WHEREAS, the RTC Commission, after due consideration of the submitted bids, awarded a contract to the Contractor for the construction of the Project in the amount set forth below.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. PROJECT DESCRIPTION. The Project consists of the construction more fully set forth and described in the Contract Documents (defined in the Drawings, included in the Bid Documents, as defined in the Definitions in Exhibit C, General Conditions attached hereto). The contract work activities shall be coordinated by the Contractor as not to interfere with the current RTC operations.

2. CONSTRUCTION COVENANT. The Contractor hereby covenants and agrees to undertake and complete the Work (defined in the Scope of Work in Exhibit A, General Conditions in Exhibit C attached hereto and specifications and drawings) in a good, substantial and workmanlike manner. The Contractor further agrees to provide the materials, labor, tools, and equipment necessary to properly and expeditiously complete the Work in strict accordance with the requirements of the Contract and to accept payment of the Contract Amount as complete compensation therefore (including all of the expenses, direct or indirect, incurred by the Contractor in connection therewith).

3. CONTRACT AMOUNT. For performance of the Work, the RTC agrees to pay the Contractor the following lump sum Bid amount: One million, Seven hundred ninety-nine thousand, Four hundred fifty-four dollars and zero cents ($1,799,454.00) (the “Contract Amount”). In addition to the Bid Amount, the RTC requires an Owner-Controlled Allowance of $300,000.00, for a total not-to-exceed amount of $2,099,454.00. The aforementioned amount is subject to increase or decrease as provided in the Contract.

4. DOCUMENT INCORPORATION. The Contract consists of this document and the following documents attached or as referenced to are incorporated herein as a part hereof:

A. Scope of Work, Exhibit A
B. Bid Proposal (including attachments thereto), Exhibit B
C. General Conditions, Exhibit C
D. Special Provisions included in the Bid Documents (as defined in the General Conditions)
E. Drawings, included in the Bid Documents (as defined in the General Conditions)
F. Current Certificate(s) of Insurance and Endorsement(s) submitted by Contractor
G. Performance Bond, Labor and Material Payment Bond, and Guaranty Bond submitted by Contractor
H. 5% Subcontractor and 2 Hour Subcontractor lists (as attached)
I. Prevailing Wage Rates and/or Federal Wage Rates, Exhibit D
J. Federal Conditions and Federal Conditions Forms, Exhibit E
K. Attachments included in the NGEM website
L. Invitation to Bid No. 17-031CON-1

5. COMMENCEMENT AND COMPLETION DEADLINE. Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve Substantial Completion of the entire Work within 365 days thereafter, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. LIQUIDATED DAMAGES. Liquidated Damages are provided for in Section GC.6 (all paragraphs except GC.6.B) of the General Conditions in the amount of $500.00 per day for each calendar day the completion of the Work is delayed beyond the completion deadline, or RTC approved extensions thereof, or other non-compliances as specified. For non-compliances of GC.6.B, the RTC may recover directly from the Contractor liquidated damages in the amount of 1% of the cost of the largest contract to which it is a party.

Any federally funded contract is required to contain either:
A. Liquidated damages provisions based on anticipated damages to be suffered by the RTC which are impossible to determine due to late delivery performance and are to be shown in the contract a specified rate per day, or
B. Actual damages to RTC and the method of calculation documented in the procurement file.

The above-referenced Liquidated Damages amount(s) is/are reflective of this requirement.

7. ELECTRONIC SIGNATURE. This Contract and related documents may be executed by the parties separately and will be considered signed when the signature of a party is delivered by facsimile or electronic (email) transmission to the other party, when it is delivered in a manner that reasonably identifies the signatory as the individual named. Such facsimile signatures shall be treated in all respects as having the same effect as an original signature. If requested by either party, documents bearing original signature may be subsequently submitted to replace copies bearing facsimile signatures. By signing this Contract, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Contract on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. 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 RTC:
   Regional Transportation Commission of Southern Nevada
   Manager, Purchasing and Contracts
   Second Floor
   600 South Grand Central Parkway
   Las Vegas, NV 89106
   Fax (702) 676-1518

   To the Contractor:
   Conti Corporation
   Craig Garner
   3965 W. Post Road
   Las Vegas, NV 89118
   Phone (702) 222-1200

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 RTC and the Contractor have made and executed this CONTRACT on the day and year first above written.

CONTI CORPORATION

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: CRAIG GARNER
   Director Western Technologies Group

By: LAWRENCE L. BROWN III
   Chairman

APPROVED AS TO FORM:

By: MARIN DUBOIS
   Management Analyst

ATTEST:
The surveillance/security upgrade work shall include activities to replace the current Enterprise Level Video Management System (VMS) and upgrade cameras as outlined at the following Southern Nevada RTC facilities: Administration Building (Admin), Bonneville Transit Center (BTC), Bonneville Annex (BTC Annex), Centennial Hills Transit Center (CHTC), South Strip Transfer Terminal (SSTT), Sunset Maintenance Facility (SMF), Westcliff Transit Center (WTC), Bus Rapid Transit Shelters, Ticket Vending Machines (TVMs) and VMS licensing. This scope will also include select access control system device additions and upgrades. These upgrades will enhance the ability of the security personnel to detect and respond to incidents of suspicious persons and items along with any unusual activity. The access control and camera surveillance system will enable the prevention of unauthorized persons from entering critical operations areas within the facility, reducing risk to the surveillance monitoring/control center and other sensitive areas. This project will encompass additional storage and network bandwidth allocation for the planned construction at SMF and Integrated Bus Maintenance Facility (IBMF) Compressed Natural Gas (CNG) Plants. The proposed network cameras must be of the same manufacturer for all RTC facilities, excluding those currently installed cameras that are to remain in the Admin, BTC Annex, Mobility Training Center (MTC) and IBMF.

A. The Construction Scope of work for all locations shall include:

1. Provide all VMS system software and devices to be deployed and managed as a centrally managed enterprise system. The Enterprise Video Management System is that it be capable of residing and running on a virtual server.

2. Provide and configure all new VMS licenses to support all new, existing and upgraded cameras per site.

3. The selected VMS is to be integrated with Lenel OnGuard (Version 7.1) access control system.

4. Provide an additional twenty percent (20%) hard drive storage allocation, in addition to the required seven-day, 24/7 historical requirement.

5. Provide VMS and Camera manufacturer certification training on selected product for ten (10) RTC employees to be accomplished locally in Las Vegas.

6. Training shall include but not limited to:
   i. basic VMS enterprise level deployment architecture fundamentals
   ii. configuration of users
   iii. views and recording schedules
   iv. video searches and exports
   v. Map reconfigurations and changes
   vi. health monitoring alerts and emails settings
   vii. Provide addition training for Active directory imports and updates
   viii. License renewal process and implementation of patches and updates for the VMS and cameras driver and device packs

7. Camera manufacturer shall include basic camera installation network settings, firmware update and repair process, security settings and “smart” features configuration.

8. Provide integrated VMS system wide graphical map overlays, with up to eight (8) per location. To include; regional, site and floor levels, GPS location for BRTC’s (bus stops) and TVM’s (Ticket Vending Machines). Each VMS licensed device to be represented on a map.

9. Contractor to perform site survey and provide a detailed scheduling work plan and construction schedule.

10. Contractor to provide final and complete “As-builts”. To include part numbers, MAC and IP address.
11. All newly installed components shall have a 5yr warranty parts and labor.
12. Reference camera and access control matrixes’, drawings and specification for additional information.
13. Existing cameras not being replaced will be calculated at 2 MP resolution based on the same system wide requirement of 24 hours per day for seven (7) days.
14. Demo existing equipment, properly label, pack and return to the RTC.

B. ADMINISTRATION BUILDING (ADMIN)
1. Provide and install new NVR/VMS hardware and software, per spec. Calculate hardware server and storage providing seven (7) days video storage. Recorded at 15 frames Per Second (FPS), 24/7 based on the camera’s maximum resolution for all new, replaced and existing cameras.
2. Provide and install three (3) new network camera at new mounting location.
3. Provide required cabling /fiber infrastructure and associated support hardware as described in the bid documents. Provide hard drive storage, additional 20% of storage allocation for growth, VMS license and configuration cost.
4. Remove and replace five (5) existing network indoor/outdoor cameras per specifications with new as indicated in the bid documents, including compatible mounting hardware.
5. Provide hard drive storage additional 20% for growth, VMS license and configuration cost.
6. Provide hard drive storage, VMS license and configuration cost, for fifty (50) cameras currently installed cameras.
7. All cameras and cable not listed above to remain in place.
8. Provide new conduit or extend existing conduit as needed.
9. MDF and IDF mounted switches are to remain the responsibility of the RTC.
10. Contractor to verify data room/closet/rack availability of PoE ports with RTC.

C. BONNEVILLE TRANSIT CENTER (BTC)
1. Provide and install new NVR/VMS hardware and software, per spec. Calculate hardware server and storage providing seven (7) days video storage. Recorded at 15 frames Per Second (FPS), 24/7 based on the camera’s maximum resolution for all new, replaced and existing cameras.
2. Provide and install fourteen (14) new network cameras at new mounting locations.
3. Provide required cabling /fiber infrastructure and associated support hardware as described in the bid documents. Provide hard drive storage with additional 20% storage allocation for growth, VMS license and configuration cost.
4. Remove and replace forty-one (41) existing network indoor/outdoor cameras per specifications with new as indicated in the bid documents, including compatible mounting hardware. Provide hard drive storage, VMS license and configuration cost.
5. Replace existing Cat 5 cables and RG-59 with new Cat 6 cables for camera locations to the data closet. Use outside plant (OSP) type cable where applicable.
6. Existing network fiber is to be re-terminated with fusion spliced duplex LC connections, at the field device, data closets and splice enclosures.
7. Provide new conduit or extend existing conduit as needed.
8. Provide environmentally hardened remote network switches. New contractor provided switches are to be of the same manufacturer as the camera’ selected for installation.
9. MDF and IDF mounted switches are to remain the responsibility of the RTC.
10. Contractor to verify data room/closet/rack availability of PoE ports with RTC.

D. BONNEVILLE ANNEX (BTC ANNEX)
1. Provide and install new NVR/VMS hardware and software, per spec. Calculate hardware server and storage providing seven (7) days video storage, recorded at 15 frames Per Second (FPS), 24/7 based on the camera’s maximum resolution for all new and replaced and existing cameras.
2. Provide and install three (3) new network cameras at new mounting locations. Provide required cabling/fiber infrastructure and associated support hardware as described in the bid documents.
3. Provide hard drive storage 20% additional storage allocation for growth, VMS license and configuration cost.
4. Provide and configure VMS licenses for nine (9) existing cameras.
5. Extend existing roof mounted/penetrating conduit as needed.
6. MDF and IDF mounted switches are to remain the responsibility of the RTC.
7. Contractor to verify data room/closet/rack availability of PoE ports with RTC.
8. Replace existing roof penetration bell box with larger 1” penetration bell box.

E. CENTENNIAL HILLS TRANSIT CENTER (CHTC) PARK & RIDE
1. Provide and Install new NVR/VMS hardware and software, per spec. Calculate hardware server and storage providing seven (7) days video storage. Recorded at Fifteen (15) Frames Per Second, 24/7 based on the camera’s maximum resolution for all new, replaced and existing cameras.
2. Provide and install six (6) new network cameras at new mounting locations.
3. Provide required cabling/fiber infrastructure and associated support hardware as described in the bid documents.
4. Provide hard drive storage, VMS license and configuration cost.
5. Remove and replace fifteen (15) existing network indoor/outdoor cameras per specifications with new as indicated in the bid documents, including compatible mounting hardware.
6. Provide hard drive storage, VMS license and configuration cost.
7. Replace existing Cat 5 cables and RG-59 with new Cat 6 cables for camera locations to the data closet. Use outside plant (OSP) type cable where applicable.
8. Existing network and Access control fiber is to be re-terminated with fusion spliced duplex LC connections, at the field device, data closets and splice enclosures.
9. Provide new conduit or extend existing conduit, as needed.
10. Provide environmentally hardened remote network switches. All new contractor provided switches are to be of the same manufacturer as the cameras selected for installation.
11. MDF and IDF mounted switches are to remain the responsibility of the RTC.
12. Contractor to verify data room/closet/rack availability of PoE ports with RTC.
13. Replace two (2) access control readers, with compatible Lenel hardware. See drawings for locations.
14. Provide and install two (2) new raised unmetered service auxiliary cabinets and pad. See drawing detail sheets referenced in the Centennial Hills Park and Ride Drawing sheet S6.02.

F. INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
1. Provide and install new NVR/VMS hardware and software, per spec. Calculate hardware server and storage providing seven (7) days video storage. Recorded at 15 frames Per Second (FPS), 24/7 based on the camera’s maximum resolution for all new and replaced cameras.
2. Provide additional hard drive storage for the twenty-one (21) CNG plant expansion cameras. Cameras and configuration of VMS for these cameras not in scope.
3. Provide and install nineteen (19) new network cameras at new mounting locations. Provide required cabling/fiber infrastructure and associated support hardware as described in the bid documents.
4. Remove and replace five (5) existing network indoor/outdoor cameras per specifications with new as indicated in the bid documents, including compatible mounting hardware. See camera matrix for additional information.
5. Replace existing Cat 5 cables and RG-59 with new Cat 6 cables for camera locations to the data closet. Use outside plant (OSP) type cable where applicable.
6. Existing network fiber is to be re-terminated with fusion spliced duplex LC connections, at the field device, data closets and splice enclosures.
7. Provide new conduit and or extend existing conduit as needed.
8. Provide environmentally hardened remote network switches. New contractor provided switches are to be of the same manufacturer as the camera selected for installation.
9. MDF and IDF mounted switches are to remain the responsibility of the RTC.
10. Contractor to verify data room/closet/rack availability of PoE ports with RTC.
11. All VMS licenses required for all cameras including 26 new cameras and 65 existing cameras.
12. Additional card reader in the fixed route transportation building.

G. SOUTH STRIP TRANSFER TERMINAL (SSTT)
1. Provide and install four (4) new network cameras at new mounting locations. Provide required cabling/fiber infrastructure, and associated support hardware as described in the bid documents.
2. Provide hard drive storage 20% additional storage allocation for growth, VMS license and configuration cost.
3. Remove and replace thirty-eight (38) existing network indoor/outdoor cameras per specifications with new as indicated in the bid documents, including compatible mounting hardware.
4. Replace existing Cat 5 cables and RG-59 with new Cat 6 cables for camera locations to the data closet. Use outside plant (OSP) type cable where applicable.
5. Existing network fiber is to be re-terminated with fusion spliced duplex LC connections, at the field device, data closets and splice enclosures.
6. Provide new conduit or extend existing conduit as needed.
7. Provide environmentally hardened remote network switches. New contractor provided switches are to be of the same manufacturer as the camera selected for installation.
8. MDF and IDF mounted switches are to remain the responsibility of the RTC.
9. Contractor to verify data room/closet/rack availability of PoE ports with RTC.
10. Add one (1) new network attached access control reader/controller (ACR) with compatible Lenel hardware. Include request to exit device, door contacts, locks, power supplies with battery backup. See plan sheets and detail sheets for additional information.
11. Remove and replace one (1) existing network attached access control reader with compatible Lenel hardware. See drawings for location.

H. SUNSET MAINTENACE FACILITY (SMF)
1. Provide and install new NVR/VMS hardware and software, per spec. Calculate hardware server and storage providing seven (7) days video storage. Recorded at 15 Frames Per Second (FPS), 24/7 based on the camera’s maximum resolution for all new, replaced and existing cameras.
2. Provide hard drive storage and VMS license and configuration cost for seventy-one (71) BRT camera locations.
3. Provide hard drive storage and VMS license and configuration cost for sixty-seven (67) TVM camera locations.
4. Provide additional hard drive storage for the fifteen (15) CNG plant expansion cameras and 20% additional storage allocation for growth.
5. Provide and install thirty-one (31) new network cameras at new mounting locations. Provide required cabling/fiber infrastructure and associated support hardware as described in the bid documents. Provide hard drive storage, VMS license and configuration cost.
6. Remove and replace eighty-three (83) existing network indoor/outdoor cameras per specifications with new as indicated in the bid documents, including compatible mounting hardware. Provide hard drive storage, VMS license and configuration cost.
7. VMS Camera licenses for 23 cameras at the Mobility Training Building.
8. Replace existing Cat 5 cables and RG-59 with new Cat 6 cables for camera locations to the data closet. Use outside plant (OSP) type cable where applicable.
9. Existing camera network fiber is to be re-terminated with fusion spliced duplex LC connections, at the field device, data closets and splice enclosures.
10. Provide new conduit or extend existing conduit, as needed.
11. Provide environmentally hardened remote network switches. All new contractor provided switches are to be of same manufacturer as the cameras selected for installation.
12. MDF and IDF mounted non-environmentally hardened switches are to remain the responsibility of the RTC.
13. Contactor to verify data room/closet/rack availability of PoE ports with RTC.
14. Provide and install extended height pole at employee gate entry with new SIP/VMS recordable Intercom and gate release.
15. Add seven (7) new network attached Access Control Readers/Controllers (ACRs) with compatible Lenel hardware. Include request to exit device, door contacts, locks, power supplies with battery backup. See Access Control matrix, detail sheets and plan sheets for additional information.

I. WESTCLIFF TRANSIT CENTER (WTC) PARK & RIDE

1. Provide and install one (1) new network camera at new mounting location.
2. Provide required cabling/fiber infrastructure and associated support hardware as described in the bid documents.
3. Provide hard drive storage with additional 20% storage allocation for growth, VMS license and configuration cost.
4. Remove and replace fifteen (15) existing network indoor/outdoor cameras per specifications with new as indicated in the bid documents, including compatible mounting hardware.
5. Provide hard drive storage, VMS license and configuration cost.
6. Replace existing Cat 5 cables and RG-59 with new Cat 6 cables for camera locations to the data closet. Use outside plant (OSP) type cable where applicable.
7. Existing network fiber is to be re-terminated with fusion spliced duplex LC connections, at the field device, data closets and splice enclosures.
8. Provide new conduit or extend existing conduit as needed.
9. Provide environmentally hardened remote network switches. New contractor provided switches are to be of the same manufacturer as the cameras selected for installation.
10. MDF and IDF mounted switches are to remain the responsibility of the RTC.
11. Contractor to verify data room/closet/rack availability of Power over Ethernet (PoE) ports with RTC.
12. Demo two (2) existing cameras, do not replace. Contractor responsible for returning demo camera to owner and sealing all holes where demo occurred.

J. GENERAL NOTES

1. Owner will hire 3rd Party inspection services to conduct necessary specialty inspections (as required by governing jurisdictions). Contractor shall be responsible to coordinate with inspection services provider giving 48 hours in advance notification.
2. It is the responsibility of the Contractor to acquire and satisfy all necessary Quality Inspection Agreements by the governing jurisdictions. Any site not satisfying all requirements will be deemed unsatisfactory and no Beneficial Occupancy shall be assessed.
EXHIBIT B
BID PROPOSAL

(SEE ATTACHED)
17-031CON-1
Conti Corporation
Supplier Response

Event Information
Number: 17-031CON-1
Title: RTC SECURITY IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT
Type: Invitation for Bid
Issue Date: 8/21/2019
Deadline: 9/25/2019 03:00 PM (PT)
Notes: It is the intent of this formal Invitation to Bid (ITB) to receive Bid Proposals from qualified Bidders to provide the surveillance/security improvement work shall include activities to replace the current Enterprise Level Video Management System (VMS) and replace cameras as outlined at the following Southern Nevada RTC facilities: Administration Building (Admin), Bonneville Transit Center (BTC), Bonneville Annex (BTC Annex), Centennial Hills Transit Center (CHTC), Integrated Bus Maintenance Facility (IBMF), South Street Transfer Terminal (SSTT), Sunset Maintenance Facility (SMF), Westcliff Transit Center (WTC), Bus Rapid Transit Centers (BRTCs), Ticket Vending Machines (TVMs) and Mobile Safety Vision (Public Transit Surveillance Systems) camera integration and VMS licensing. This scope will also include select access control system device additions and improvements.

Contact Information
Contact: Tonita Brown
Address: Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Purchasing and Contracts
Las Vegas, NV 89106-4512
Phone: (702) 676 x1507
Fax: (702) 676 x1518
By selecting the "Submit Response" button, you are signing this Bid/Proposal document electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Bid/Proposal document. By selecting "Submit Response" you consent to be legally bound by this Bid/Proposal's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action constitutes your signature acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your digital signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your digital signature or any resulting contract between you and the Regional Transportation Commission of Southern Nevada (RTCSNV). You also represent that you are authorized to enter into this Bid/Proposal for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Bid/Proposal.

Craig Garner
cgarner@conticorporation.com
Submitted at 9/25/2019 4:33:08 PM

Requested Attachments

**BIDDER’S BUSINESS LICENSE**
Attachment #1 Conti - Secretary of State Nevada (Proof) Exp 1-31-20.pdf
Bidder must upload a copy of the Bidder's business license. The Bidder's business license is required to be submitted with Bid.

**BID PROPOSAL INFORMATION**
Attachment #2 Conti - Bid Proposal Information - Signed.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**BID BOND**
Attachment #3 Conti -Bid Bond.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**5% SUBCONTRACTOR LIST**
Attachment #4 Conti - 5% Subcontractor list - Signed.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**ORGANIZATIONAL CONFLICT OF INTEREST**
Attachment #5 Conti - Conflict of interest statement - Signed.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**DISCLOSURE OF OWNERSHIP FORM**
Attachment #6 Conti- Disclosure of Ownership form - Signed.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**FEDERAL CONDITIONS FORMS**
Attachment #7 Conti - Federal Conditions form - Signed.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**2-HOUR SUBCONTRACTOR LIST**
Attachment #8 Conti - 2 hour Subcontractor List - Signed.pdf
The THREE APPARENT LOW BIDDERS are required to submit the 1% Subcontractor List within TWO HOURS of the Bid Opening OR this form may be uploaded and submitted with the online bid.

**BID SCHEDULE OF VALUES**
No response
The THREE APPARENT LOW BIDDERS are required to submit the Bid Schedule of Values within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.
LIST OF COMPLETED PROJECTS

The THREE APPARENT LOW BIDDERS are required to submit the List of Completed Projects within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

SUPPLIER LIST

The THREE APPARENT LOW BIDDERS are required to submit the Supplier List within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

SUPERINTENDENT RESUME

The THREE APPARENT LOW BIDDERS are required to submit the Name of Superintendent and Resume of completed projects by the Superintendent in his or her capacity as a Superintendent within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

Bid Attributes

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<td>Bidder's Nevada State Contractor's License Number, Classification, and Monetary Limit (if any)</td>
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<td>0059955</td>
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<th>BID PROPOSAL ACKNOWLEDGEMENT</th>
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<td>The Bidder hereby proposes and agrees to the following:</td>
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<td>A. To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders.</td>
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<td>B. To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Schedule and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract.</td>
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<td>C. To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the RTC.</td>
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<td>D. To provide the required bonds and insurance, as applicable, and to execute and return the required RTC-Contractor Agreement and all required attachments, to the RTC within the time set forth in the Instructions to Bidders.</td>
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<th>BIDDER REPRESENTATION ACKNOWLEDGEMENT</th>
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<td>The Bidder hereby represents to the RTC the following:</td>
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<tr>
<td></td>
<td>A. That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be furnished in order to complete the Work.</td>
</tr>
<tr>
<td></td>
<td>B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.</td>
</tr>
<tr>
<td></td>
<td>C. That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule and agrees that the RTC shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal.</td>
</tr>
<tr>
<td></td>
<td>D. That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.</td>
</tr>
<tr>
<td></td>
<td>Acknowledged</td>
</tr>
</tbody>
</table>
5 ADDENDA ACKNOWLEDGEMENT

Prior to the Bid Opening, the RTC will post any Addenda on the NGEM website. The Bidder hereby acknowledges, however, that it is responsible for ascertaining the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal.

The failure of the Bidder to review the NGEM website to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) to accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

Recognizing this responsibility, the Bidder hereby acknowledges receipt of any and all addenda issued in connection with this solicitation.

Acknowledged

6 MANDATORY DISADVANTAGED BUSINESS ENTERPRISE/SMALL BUSINESS ENTERPRISE (SBE) GOAL

The RTC has established a mandatory SBE goal that is 8.3% of the total dollar value of the contract. Bidder acknowledges that it has read and understood the provisions regarding the SBE goal.

Checkbox

Bid Lines

1 WORK.
All Work associated with the project. This item shall be priced as a lump sum and shall include all costs, including, but not limited to, the construction and services required by the Contract Documents, whether complete or partially completed, all labor, materials, equipment, management, supervision, overheads, profit, applicable taxes, and services provided or to be provided by the Contractor to fulfill its obligations under the Contract. The Work may constitute the whole or part of the Project.

Quantity: 1 UOM: LS Unit Price: $1,799,454.00 Total: $1,799,454.00

2 OWNER CONTROLLED ALLOWANCE.
Any work performed under the Owner Controlled Allowance shall not be performed until the Contractor is instructed to proceed by the RTC in writing. The Contractor and the project manager will keep strict account of all costs involved with the Owner Controlled Contingency.

Quantity: 1 UOM: ALLOWANCE Unit Price: $300,000.00 Total: $300,000.00

Item Notes: The Owner Controlled Allowance will be added to all Bid submissions and will be displayed in the Bid tabulations.

Response Total: $2,099,454.00
# CONTI CORPORATION

## Business Entity Information

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<tr>
<td>Type:</td>
<td>Entity Number:</td>
<td>C1440-2005</td>
</tr>
<tr>
<td>Qualifying State:</td>
<td>List of Officers Due:</td>
<td>1/31/2020</td>
</tr>
<tr>
<td>Managed By:</td>
<td>Expiration Date:</td>
<td></td>
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<tr>
<td>NV Business ID:</td>
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<tr>
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## Additional Information

**Central Index Key:**

## Registered Agent Information

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<thead>
<tr>
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<th>Address 1:</th>
<th>701 S CARSON ST STE 200</th>
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<tr>
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<td>CARSON CITY</td>
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<tr>
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<td>89701</td>
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<tr>
<td>Phone:</td>
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<tr>
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## Financial Information

| No Par Share Count:   | Capital Amount:     | $ 50,000.00              |
| Par Share Count:      | Par Share Value:    | $ 10.00                  |
| 5,000.00              |                     |                          |

## Officers

**President - PAUL J DUHAIME**

<table>
<thead>
<tr>
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<tbody>
<tr>
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<tr>
<td>City:</td>
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<tr>
<td>STERLING HEIGHTS</td>
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<tr>
<td>Zip Code:</td>
<td>Country:</td>
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<tr>
<td>48312</td>
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</table>

**Secretary - PAUL J DUHAIME**

<table>
<thead>
<tr>
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<tbody>
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<td>6417 CENTER DR</td>
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**Treasurer - PAUL J DUHAIME**

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Actions\Amendments

Action Type: Foreign Qualification
Document Number: C1440-2005-001
File Date: 1/21/2005
(No notes for this action)

Action Type: Initial List
Document Number: C1440-2005-002
File Date: 1/21/2005
(No notes for this action)

List of Officers for 2005 to 2006

Action Type: Annual List
Document Number: 20060761342-91
File Date: 11/29/2006
(No notes for this action)

Action Type: Annual List
Document Number: 20070176164-99
File Date: 3/12/2007
(No notes for this action)

Action Type: Amended List
Document Number: 20070667720-97
File Date: 10/1/2007
(No notes for this action)

Action Type: Annual List
Document Number: 20080166042-89
File Date: 3/11/2008
(No notes for this action)

Action Type: Amended List
Document Number: 20080546394-91
File Date: 8/18/2008
(No notes for this action)

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Document Number: 20080766008-87
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<tr>
<td># of Pages</td>
<td>1</td>
</tr>
</tbody>
</table>
BID PROPOSAL INFORMATION
PWP NO. CL-2019-258
COMPLETE AND UPLOAD IN NGEM

BIDDER INFORMATION:

BP.1 IN GENERAL

A. Bidder Name
   Conti Corporation

B. Contact Name
   Craig Garner

C. Address
   3965 W. Post Rd.

D. City
   Las Vegas

E. State
   Nevada

F. Zip Code
   89118

G. Telephone No.
   702-222-1200

H. Fax No.
   702-222-1205

I. E-mail Address
   cgarner@conticorporation.com

J. Tax ID No.
   38-1884765

K. A local emerging small business is defined in NRS 231 as a business that has been certified by the Office of Economic Development. Is the Bidder a certified local emerging small business? (Check one) ☐ Yes ☐ No

BP.2 NEVADA STATE CONTRACTOR'S LICENSE

A. License No.
   0059955

B. Classification
   C-2

C. Monetary Limit (if any)
   Unlimited

BP.3 BUSINESS LICENSE

A. Jurisdiction
   Delaware

B. License No.
   NV20051087157

BP.4 BID PROPOSAL

The Bidder hereby proposes and agrees to the following:

A. To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders.

B. To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Line Items (see Line Items Tab in NGEM), and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract.

C. To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the RTC.

D. To provide the required bonds and insurance, as applicable, and to execute and return the required RTC-Contractor Agreement and all required attachments, to the RTC within the time set forth in the Instructions to Bidders.

BP.5 BIDDER REPRESENTATIONS

The Bidder hereby represents to the RTC the following:

A. That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be
furnished in order to complete the Work.

B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.

C. That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule (see NGEM Line Items tab), and agrees that the RTC shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal.

D. That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.

BP.6 ADDENDA

Prior to the Bid Opening, the RTC will post any Addenda for download on the NGEM website https://nevada.ionwave.net. The Bidder hereby acknowledges, however, that it is responsible for ascertaining the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal.

Recognizing this responsibility, the Bidder hereby acknowledges receipt of the following addenda:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Initial</th>
<th>Addendum</th>
<th>Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum</td>
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</tr>
<tr>
<td>Addendum</td>
<td>Initial</td>
<td>Addendum</td>
<td>Initial</td>
</tr>
</tbody>
</table>

The failure of the Bidder to review the website specified above to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

BP.7 BIDDER CHECKLIST

The Bidder hereby submits the applicable attachments marked with an asterisk (*) in NGEM, as required in the IB.26 to be submitted as part of the sealed Bid Proposal at the Bid Opening.

IN WITNESS THEREOF, the Bidder hereby acknowledges and agrees to the terms, conditions and covenants set forth in this Bid document on this 25th day of September, 2019.

Corporation
Legal Name of Firm
Authorized Signature
Craig Gamber
Name/Typed or Printed
Director Technologies Western Group
Title

FOR INFORMATIONAL PURPOSES ONLY
Is this firm a Minority, Women or Disadvantaged Business Enterprise?

Yes, specify MBE WBE DBE

Has this firm been certified as a Minority, Women or Disadvantaged Business Enterprise?

Yes, specify Certifying Agency

Attach a copy of your certification
RTC SECURITY IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT
PWP NO. CL-2019-258

BID BOND

BOND NUMBER: N/A
DATE EXECUTED: 9/18/2019

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has submitted a bid to the Regional Transportation Commission of Southern Nevada (herein the "RTC") to perform all work required under the Bid Documents issued in connection with Bid No. 17-031CON-1, of the RTC for the project commonly known and entitled, to wit: RTC Security Improvements at Various Locations Project (herein the "Contract").

WHEREAS this bond is being issued to secure the execution of the Contract by the Contractor.

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, are held and firmly bound unto the RTC in the penal sum of five percent (5%) of the total amount of the bid submitted by the Contractor to the RTC for the work described in the Contract for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such if the Contractor is awarded a contract by the RTC and, within the time and manner required under the Bid Documents and the bid submitted to the RTC and furnishes the required insurance and bonds to guarantee faithful performance of the Contract with the RTC and the payment of labor and materials used in connection therewith, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

IN THE EVENT suit is brought upon this bond by the RTC and judgment is recovered, the Surety agrees to pay all costs incurred by the RTC in such suit, including a reasonable attorney’s fee to be fixed by the Court.

Bond must be acceptable to the Regional Transportation Commission of Southern Nevada

CONTI CORPORATION
(Principal Contractor)

David Kalish, Controller
(Authorized Representative and Title)

By:
(Signature)

Surety: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

500206
(State of Nevada, License Number)

Wayne G McVaugh
(Appointed Agent Name)

By:
(Signature) Wayne G. McVaugh, Attorney-in-Fact

Address: 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

Telephone: 248-227-5732

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)
SURETY ACKNOWLEDGMENT

State of New Jersey) ss:
County of Camden)

On this 18th day of September, 2019 before me, Sara P Owens, Notary Public, personally appeared Wayne G. McVaugh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal) Signature Sara P Owens

Sara P Owens
Notary Public
New Jersey
My Commission Expires 6-25-2023
No. 2435514
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Wayne G. McVaug, Elizabeth Marrero, Patricia A. Rambo, Sara Owens, Kimberly G. Sherrard, Joanne C. Wagner, Vicki Johnston, Cathi H. Ho, George Gionis, Lori Shilton, Jacquida Martin and Kaitlyn Malkowski all of Philadelphia, Pennsylvania, each, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of May, A.D. 2019.

By: Robert D. Murray
   Vice President

By: Dawn E. Brown
   Secretary

State of Maryland
County of Baltimore

On this 15th day of May, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and sworn, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019
THE FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2018

ASSETS

Bonds .......................................................... $ 245,253,635
Stocks ........................................................... 22,855,569
Cash and Short Term Investments ................... 3,092,872
Reinsurance Recoverable ............................... 73,242,781
Federal Income Tax Recoverable ...................... 42,258
Other Accounts Receivable ......................... 4,801,363

TOTAL ADMITTED ASSETS ......................... $ 349,290,278

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses ..................... $ 106,785
Ceded Reinsurance Premiums Payable ................. 46,727,505
Remittances and Items Unallocated .................. 125,000
Payable to parents, sub and affiliates ............... 28,621,373
Securities Lending Collateral Liability .............. 0

TOTAL LIABILITIES ................................ $ 75,580,762
Capital Stock, Paid Up .................................. $ 5,000,000
Surplus ......................................................... 268,709,716
Surplus as regards Policyholders ................. 273,709,716

TOTAL .................................................. $ 349,290,478

Securities carried at $122,739,308 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2018 would be $349,736,423 and surplus as regards policyholders $274,155,661.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2018.

[Signature]
Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 20th day of March, 2019.

[Signature]
Notary Public

KATHERINE R. SCHULTZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 16, 2019
Barbara D. Richardson, Commissioner of Insurance

Non-Resident Producer
Casualty, Property, Surety
WAYNE G MCVAUGH
335A W JEFFERSON ST
MEDIA, PA 19063-3603

is authorized to transact business as described above

License No: 500206       Issue Date: 08-15-2006       Expiration Date: 09-01-2021

generated by Sircon 172538174

Nevada Division of Insurance
This is to certify that

WAYNE G MCVAUGH
335A W JEFFERSON ST, MEDIA, PA 19063-3603

License Number: 500206

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:

Non-Resident Producer
Casualty, Property, Surety

Issue Date: 08-15-2006       Expiration Date: 09-01-2021

Generated by Sircon 172538174

https://www.sircon.com/ComplianceExpress/main.jsp?verToken=1c31806e-2991-48d0-be2d-75cc6d2437c4
# 5% Subcontractor List

The Contractor awarded the Contract shall not substitute a Subcontractor who is named in the Bid, pursuant to NRS 338.141. The following Subcontractors shall be utilized. A Bidder which fails to list a Subcontractor(s) represents that no Subcontractor(s) meet the statutory requirements. The Bidder shall include its name on the list if it will perform any of the labor or portions of Work specified which is required to be listed. You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

<table>
<thead>
<tr>
<th>Description of Labor or Portion of Work Subcontractor or Bidder Will Perform</th>
<th>Name of Subcontractor or Bidder Performing Work</th>
<th>Nevada Contractor License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conti Corporation High &amp; Low Voltage, Installation, Programming</td>
<td>Check if applicable: [ ] DBE [ ] MBE [ ] WBE [ ] SBE [ ] DVBE [ ] PCBE</td>
<td>0059955</td>
</tr>
<tr>
<td>Pyrocom Inc Camera Procurement and Provisioning, Site Allocation</td>
<td>Check if applicable: [ ] DBE [ ] MBE [ ] WBE [ ] SBE [ ] DVBE [ ] PCBE</td>
<td>0045590</td>
</tr>
<tr>
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<td>Check if applicable: [ ] DBE [ ] MBE [ ] WBE [ ] SBE [ ] DVBE [ ] PCBE</td>
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<td>Check if applicable: [ ] DBE [ ] MBE [ ] WBE [ ] SBE [ ] DVBE [ ] PCBE</td>
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<td>Check if applicable: [ ] DBE [ ] MBE [ ] WBE [ ] SBE [ ] DVBE [ ] PCBE</td>
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<td></td>
<td>Check if applicable: [ ] DBE [ ] MBE [ ] WBE [ ] SBE [ ] DVBE [ ] PCBE</td>
<td></td>
</tr>
</tbody>
</table>

Bidder Name: Conti Corporation  
Address: 3965 W. Post RD, LV 89118  
Bidder Signature:  
Total Base Bid Amount: $2,099,454  
Date: 9/25/19
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 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.

![Signature]

9-28-19

Bidder/Proposer’s Signature and Date

Craig Garner

Typed or Printed Name

Director of Western Technologies

Title

Conti Corporation

Company Name

3965 W. Post Rd., Las Vegas, NV 89118

Company Address
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

- Individual
- Partnership
- Limited Liability Company
- Corporation
- Trust
- Other

Business Name: Conti Corporation

(Include d.b.a., if applicable)

Business Address: 3965 W. Post Rd
Las Vegas, NV 89118

Business Telephone: 702-222-1200

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

Paul Duhaime
Joe Rieger

President / CEO
Treasurer

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

Craig Garner
Print Name

09/25/19
Date
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: 09/25/2019

Signature: [Signature]

Title: Director-Western Technologies Group

Company Name: Conti Corporation

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: [Date]

Signature: [Signature]

Title: [Title]

Company Name: [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

1. Craig Garner, the undersigned hereby certify on behalf of Conti Corporation 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 25 day of September, 2019

By: (Signature of Authorized Official)

Conti Corporation

(Title of Authorized Official)
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.


(Signature and Title of Authorized Official)

09/25/2019
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).

Craig Garner
Name of Proponent

By: [Signature of Authorized Representative*]

Name: Craig Garner
(Type or Print)

Title: Director Western Technologies Group

Date: 09/25/2019

*This Proponent's Assurance shall be executed by a duly authorized representative of the firm.
For all firms listed as Disadvantaged Business Enterprises (DBE's) or Small Business Enterprises (SBE's), attach a copy of the current certification.

<table>
<thead>
<tr>
<th>DBE/SBE Goal Amount Towards</th>
<th>DBE/SBE Goal %</th>
<th>subcontractor% Provisioning</th>
<th>subcontracted Value of Services to be performed</th>
<th>Description of Work or Services to be performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project / Procurement</td>
<td></td>
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</tr>
</tbody>
</table>

This page must be completed, signed, and accompany the Bid/Proposal.
<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>Conti Corporation</td>
<td>3965 W post RD Las Vegas NV 89118 702-222-1200</td>
<td>Non-DBE</td>
<td>☐ Less than 1 year</td>
<td>☐ Less than $500K</td>
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<td>☐ 1-3 years</td>
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<td></td>
<td>☐ More than 10 years</td>
<td>☐ Greater than $5 million</td>
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</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>Pyrocom Inc</td>
<td>3380 W Hacienda Ave # 107, Las Vegas, NV 89118 (702) 267-7584</td>
<td>DBE</td>
<td>☐ Less than 1 year</td>
<td>☐ Less than $500K</td>
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<td>☐ More than 10 years</td>
<td>☐ Greater than $5 million</td>
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<tr>
<td>Flippen’s Trenching Inc.</td>
<td>2645 Marion Dr, Las Vegas, NV 89115 702-643-2211</td>
<td>Non-DBE</td>
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<td>☐ Less than $500K</td>
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<td>☐ Greater than $5 million</td>
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</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 ____________ Conti Corporation ____________

Signature ____________

Title ____________ Director Western Technologies Group ____________

Date ____________ 09/25/19 ____________

(Balance of page intentionally left blank)
# 2 HOUR SUBCONTRACTOR LIST

(List of First Tier Subcontractors Performing Over $250,000 and First Tier Subcontractors Performing 1% of the Total Base Bid or $50,000 Whichever is Greater and Bidder Performing 1% of the Total Base Bid and Which is not being Performed by a Listed Subcontractor)

The three low Bidders must submit this form if they have Subcontractor(s) meeting the requirements of NRS 338.141, and have it time-stamped within two hours after completion of the opening of the Bids. Submissions after the two hours will be rejected and/or returned unopened. The Contractor awarded the Contract shall not substitute any person for a Subcontractor who is named in this Bid, pursuant to NRS 338.141. If a Bidder does not submit this list and/or has not listed Subcontractor(s) that meet the statutory requirements, or lists a subcontractor that is on the Nevada Contractor’s Board disqualified list, its Bid shall be deemed non-responsive. You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

<table>
<thead>
<tr>
<th>DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM*</th>
<th>NAME OF SUBCONTRACTOR OR BIDDER* PERFORMING WORK</th>
<th>NEVADA CONTRACTOR LICENSE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conti Corporation High &amp; Low Voltage, Camera Installation</td>
<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
<td>0059955</td>
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<tr>
<td>Pyrocom Inc. Camera procurement And Provisioning</td>
<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
<td>0045590</td>
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<tr>
<td>Flippen's Trenching Inc. Excavation and Concrete Work</td>
<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
<td>0073627</td>
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<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
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</tr>
</tbody>
</table>

* If Bidder lists itself, it must include a description of the labor or portion of the work that it will perform; or a statement that it will perform all work other than that being performed by a subcontractor listed.

Bidder Name: Craig Garner  
Bidder Signature: [Signature]

Address: 3965 W. Post Road  
Total Base Bid Amount: $2,099,454  
Date: 09/25/19
LIST OF COMPLETED PROJECTS

Bidder: ______

_Bidders must respond to each of the below questions._

1. Name of Superintendent and Superintendent Project Resume  **Dario DeLaCruz**

2. Has the bidder acting as the prime contractor successfully completed the number of projects specified in the bid documents, preferably in Clark County, Nevada, as the Work described in this bidding document? If yes, complete project information on attached sheets. Print additional sheets as needed for the required number of projects.

   [ ] YES  [ ] NO

3. Has the bidder failed to perform any contract as a result of causes within the control of the bidder or a subcontractor or supplier of the bidder?

   [ ] YES  [ ] NO

4. Has the bidder failed to perform any portion of the Work that caused the RTC and/or others, (i.e., the surety company, etc.) to exercise its right to complete the Work in the contract?

   [ ] YES  [ ] NO

5. Has the bidder been involved in any failure to complete or breach of contract for any reason including, customer-directed suspensions or disbarments/disqualifications?

   [ ] YES  [ ] NO

6. Has the bidder been disciplined or fined by the State Contractors’ Board or another state or federal agency for conduct that relates to the ability of the bidder to perform the Work required by the RTC for this Project?

   [ ] YES  [ ] NO

7. Has the bidder been convicted of a violation for discrimination in employment?

   [ ] YES  [ ] NO
Project Name: Summerlin AAA Ballpark
Project Address: 1650 South Pavilion Center Drive
Las Vegas, NV
Company Name: Hunt-Penta IV, A Joint Venture
Company Point of Contact: Jeff Hammond
Phone Number: (702) 614-1678

Project Description:
All electrical and low-voltage systems for 140,000 sf. AAA Minor League Baseball Park located in Downtown Summerlin.

This project included a complete Video Management System and Access Control System that was provided and installed by Conti Corporation.

Award Amount: $11,000,000.00
Year Completed: 2019

Was this project completed late? ☐ YES ☐ NO

Did the contract contain liquidated damages or penalty clauses? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO

What was the amount assessed? $____

Were any judgments entered pertaining to this project? ☐ YES ☐ NO
PROJECT NUMBER: E18-002

Print additional sheets as needed for the required number of projects.

Project Name: Cunningham Elementary School
Project Address: 4145 Jimmy Durante BLVD.
Las Vegas, NV 89122
Company Name: Rafael Construction
Company Point of Contact: Clark County School District
Phone Number: 702-799-8710

Project Description:
All Low Voltage Systems - This included the installation of cameras and intrusion detection system.

1,556,865.00

Award Amount: $____
Year Completed: 2018

Was this project completed late? ☐ YES ☐ NO
Did the contract contain liquidated damages or penalty clauses? ☐ YES ☐ NO
If yes, were damages assessed? ☐ YES ☐ NO
What was the amount assessed? $____
Were any judgments entered pertaining to this project? ☐ YES ☐ NO
PROJECT NUMBER: T12-004

Print additional sheets as needed for the required number of projects.

Project Name: Credit One Bank Phase 1 - Corporate Headquarters

Project Address: 6801 S. Cimarron Road

Las Vegas, NV 89113

Company Name: Burke Construction Group

Company Point of Contact: Thad Lawerence

Phone Number: (702) 367-1040

Project Description:

Award Amount: $1,575,448.00

Year Completed: 2017

Was this project completed late? □ YES □ NO

Did the contract contain liquidated damages or penalty clauses? □ YES □ NO

If yes, were damages assessed? □ YES □ NO

What was the amount assessed? $_______

Were any judgments entered pertaining to this project? □ YES □ NO
# SUPPLIER LIST
FOR UNIQUE OR PROJECT-SPECIFIC MATERIALS AND/OR
MATERIALS USED IN SUBSTANTIAL QUANTITIES BY LISTED SUBCONTRACTORS

**BIDDER:** Conti Corporation

<table>
<thead>
<tr>
<th>MATERIAL TO BE PROVIDED</th>
<th>NAME OF SUPPLIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anxiter</td>
<td>Cameras and Hardware</td>
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<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
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<tr>
<td>Nedco</td>
<td>Specialty wire and devices, Conduit, Mounting Hardware</td>
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<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
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</tbody>
</table>

Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT VARIOUS LOCATIONS
(TOTAL CONSTRUCTION COST FOR EIGHT FACILITIES)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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<td>Bonds</td>
<td>LS</td>
<td>1</td>
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Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit price item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District's discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ________________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT RTC ADMINISTRATION BUILDING (ADMIN)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit price item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: _______________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT BONNEVILLE TRANSIT CENTER (BTC)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

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DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ______________

***END OF SCHEDULE***
BASE BID SCHEDULE A

WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT BONNEVILLE ANNEX (BTC ANNEX)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
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<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

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DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

(a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

(b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District's discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ________________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT CENTENNIAL HILLS TRANSIT CENTER (CHTC)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
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<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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<td>Bonds</td>
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<td>LS</td>
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<td>Warranty</td>
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Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit price item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District's discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: _____________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT INTEGRATED BUS MAINTENANCE FACILITY (IBMF)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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<td>Warranty</td>
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Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit price item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ________________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS SOUTH STRIP TRANSFER TERMINAL (SSTT)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

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<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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<td>1.1</td>
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Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit price item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

(a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

(b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ____________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT SUNSET MAINTENANCE FACILITY (SMF)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

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<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

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DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: _______________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT WESTCLIFF TRANSIT CENTER (WTC)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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<td>LS</td>
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<td>282100</td>
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<td>LS</td>
<td>1</td>
<td>$63,809.26</td>
</tr>
<tr>
<td>28.2</td>
<td>282300</td>
<td>Video Management System</td>
<td>LS</td>
<td>1</td>
<td>$17,365.01</td>
</tr>
<tr>
<td>28.3</td>
<td>272200</td>
<td>Data Communication Hardware</td>
<td>LS</td>
<td>1</td>
<td>$3,088.61</td>
</tr>
<tr>
<td>28.4</td>
<td>272500</td>
<td>Data Communication Software</td>
<td>LS</td>
<td>1</td>
<td>$332.59</td>
</tr>
<tr>
<td>28.5</td>
<td>017836</td>
<td>Warranty</td>
<td>LS</td>
<td>1</td>
<td>$3,828.11</td>
</tr>
</tbody>
</table>

Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit price item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ________________

***END OF SCHEDULE***
DARIO DELACRUZ

SUMMARY

- Low Voltage Superintendent with 25 plus years of experience in the design, integration, and implementation of Information Technology Systems.
- Ability to work within deadlines and budgets to successfully complete projects while providing the most cost-effective solution with keeping customer’s priorities in perspective.
- Extensive knowledge of low voltage systems including voice/data, audio/video, security video surveillance, access control, and fire alarm installations.

EXPERIENCE

Conti Corporation
Superintendent
2010—Present

- Full low voltage operations, including design and implementation of voice, data, audio/video, access control, RF and security systems.
- Coordination of internal resources and third party/vendors for project execution; developing and verifying appropriate techniques for project scopes and objectives.
- Responsibilities include supervision, leadership and management of field employees as well as maintaining the construction schedule, cost control, quality of work, procurement and logistics, installation, operation maintenance, repair and termination of low voltage services.

CERTIFICATIONS

Anritsu, Amp, Commscope, Corning, Dura-Line, EXFO, Fluke, Fujikura, Leviton, anditit, Siemens, Sumitomo, SYSTIMAX

KEY COMPLETED PROJECTS

- Summerlin AAA Ballpark
  Installation of all telecommunication, TV systems, sound reinforcement, PA, access control and CCTV systems for 140,000 sf. AAA Minor League Baseball Park

- Credit One Bank
  Installation of Low Voltage Systems including all racks, cabinets, ladder tray, basket tray, supports, CAT6 cabling, inter duct and fiber optic cabling, grounding and bonding.

- CCSD Cunningham Elementary School
  Installation of Low Voltage Systems including, Telecom and Security for 29,814 sf. elementary school
NOTABLE PROJECT EXPERIENCE

Detwiler Elementary School  Dondero Elementary School
Hope MIP                        UNLV School of Medicine
Kenny Guinn Middle School       MGM Convention Center Wi-Fi
Matt Kelly Elementary School   MGM Properties Fiber Optics
Ballys, Flamingo & Harris DAS  Credit One Bank Addition
Planet Hollywood DAS

AFFILIATIONS

- IBEW, AFL-CIO
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT VARIOUS LOCATIONS
(TOTAL CONSTRUCTION COST FOR EIGHT FACILITIES)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>017833</td>
<td>Bonds</td>
<td>LS</td>
<td>1</td>
<td>$20,995.00</td>
</tr>
<tr>
<td>1.2</td>
<td>006216</td>
<td>Insurance</td>
<td>LS</td>
<td>1</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>1.3</td>
<td>DIV 1</td>
<td>Other General Conditions</td>
<td>LS</td>
<td>1</td>
<td>$63,500.00</td>
</tr>
<tr>
<td>1.4</td>
<td>015000</td>
<td>Temporary Facilities &amp; Controls</td>
<td>LS</td>
<td>1</td>
<td>$52,992.07</td>
</tr>
<tr>
<td>1.5</td>
<td>DIV 1</td>
<td>Construction Conflicts &amp; Additional Work Allowance</td>
<td>LS</td>
<td>1</td>
<td>$300,000.00</td>
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</tbody>
</table>

DIVISION 2: SITE CONSTRUCTION

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>024116</td>
<td>Structure Demolition</td>
<td>LS</td>
<td>1</td>
<td>$41,412.74</td>
</tr>
</tbody>
</table>

DIVISION 7: WEATHERPROOFING

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>070190.81</td>
<td>Sealants</td>
<td>LS</td>
<td>1</td>
<td>$3,056.00</td>
</tr>
</tbody>
</table>

DIVISION 9: FINISHES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1</td>
<td>090100</td>
<td>Patch &amp; Repairs</td>
<td>LS</td>
<td>1</td>
<td>$8,006.63</td>
</tr>
<tr>
<td>9.2</td>
<td>099100</td>
<td>Interior &amp; Exterior Painting</td>
<td>LS</td>
<td>1</td>
<td>$5,295.13</td>
</tr>
<tr>
<td>9.3</td>
<td>098000</td>
<td>Acoustical Treatment</td>
<td>LS</td>
<td>1</td>
<td>$1,555.75</td>
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</table>

DIVISION 28: ELECTRONIC SYSTEMS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.1</td>
<td>282100</td>
<td>Equipment &amp; Material</td>
<td>LS</td>
<td>1</td>
<td>$1,016,442.83</td>
</tr>
<tr>
<td>28.2</td>
<td>282300</td>
<td>Video Management System</td>
<td>LS</td>
<td>1</td>
<td>$330,432.69</td>
</tr>
<tr>
<td>28.3</td>
<td>272200</td>
<td>Data Communication Hardware</td>
<td>LS</td>
<td>1</td>
<td>$186,539.88</td>
</tr>
<tr>
<td>28.4</td>
<td>272500</td>
<td>Data Communication Software</td>
<td>LS</td>
<td>1</td>
<td>$11,323.92</td>
</tr>
<tr>
<td>28.5</td>
<td>017836</td>
<td>Warranty</td>
<td>LS</td>
<td>1</td>
<td>$54,401.37</td>
</tr>
</tbody>
</table>

Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

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DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ______________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT RTC ADMINISTRATION BUILDING (ADMIN)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>017833</td>
<td>Bonds</td>
<td>LS</td>
<td>1</td>
<td>$801.83</td>
</tr>
<tr>
<td>1.2</td>
<td>006216</td>
<td>Insurance</td>
<td>LS</td>
<td>1</td>
<td>$133.67</td>
</tr>
<tr>
<td>1.3</td>
<td>DIV 1</td>
<td>Other General Conditions</td>
<td>LS</td>
<td>1</td>
<td>$2,425.17</td>
</tr>
<tr>
<td>1.4</td>
<td>015000</td>
<td>Temporary Facilities &amp; Controls</td>
<td>LS</td>
<td>1</td>
<td>$2,023.85</td>
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</tbody>
</table>

DIVISION 2: SITE CONSTRUCTION

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>024116</td>
<td>Structure Demolition</td>
<td>LS</td>
<td>1</td>
<td>$1,511.04</td>
</tr>
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</table>

DIVISION 7: WEATHERPROOFING

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>070190.81</td>
<td>Sealants 1031.04</td>
<td>LS</td>
<td>1</td>
<td>$140</td>
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</table>

DIVISION 9: FINISHES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1</td>
<td>090100</td>
<td>Patch &amp; Repairs</td>
<td>LS</td>
<td>1</td>
<td>$338.94</td>
</tr>
<tr>
<td>9.2</td>
<td>099100</td>
<td>Interior &amp; Exterior Painting</td>
<td>LS</td>
<td>1</td>
<td>$215.69</td>
</tr>
<tr>
<td>9.3</td>
<td>098000</td>
<td>Acoustical Treatment</td>
<td>LS</td>
<td>1</td>
<td>$61.63</td>
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</tbody>
</table>

DIVISION 28: ELECTRONIC SYSTEMS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.1</td>
<td>282100</td>
<td>Equipment &amp; Material</td>
<td>LS</td>
<td>1</td>
<td>$16,208.90</td>
</tr>
<tr>
<td>28.2</td>
<td>282300</td>
<td>Video Management System</td>
<td>LS</td>
<td>1</td>
<td>$32,994.38</td>
</tr>
<tr>
<td>28.3</td>
<td>272200</td>
<td>Data Communication Hardware</td>
<td>LS</td>
<td>1</td>
<td>$9,251.69</td>
</tr>
<tr>
<td>28.4</td>
<td>272500</td>
<td>Data Communication Software</td>
<td>LS</td>
<td>1</td>
<td>$297.80</td>
</tr>
<tr>
<td>28.5</td>
<td>017836</td>
<td>Warranty</td>
<td>LS</td>
<td>1</td>
<td>$1,549.33</td>
</tr>
</tbody>
</table>

Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

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DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

(a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

(b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District's discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: 

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT BONNEVILLE TRANSIT CENTER (BTC)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>017833</td>
<td>Bonds</td>
<td>LS</td>
<td>1</td>
<td>$3,422.93</td>
</tr>
<tr>
<td>1.2</td>
<td>006216</td>
<td>Insurance</td>
<td>LS</td>
<td>1</td>
<td>$570.62</td>
</tr>
<tr>
<td>1.3</td>
<td>DIV 1</td>
<td>Other General Conditions</td>
<td>LS</td>
<td>1</td>
<td>$10,352.74</td>
</tr>
<tr>
<td>1.4</td>
<td>015000</td>
<td>Temporary Facilities &amp; Controls</td>
<td>LS</td>
<td>1</td>
<td>$8,639.58</td>
</tr>
<tr>
<td>2.1</td>
<td>024116</td>
<td>Structure Demolition</td>
<td>LS</td>
<td>1</td>
<td>$7,629.12</td>
</tr>
<tr>
<td>7.1</td>
<td>070190.81</td>
<td>Sealants</td>
<td>LS</td>
<td>1</td>
<td>$580.00</td>
</tr>
<tr>
<td>9.1</td>
<td>090100</td>
<td>Patch &amp; Repairs</td>
<td>LS</td>
<td>1</td>
<td>$338.94</td>
</tr>
<tr>
<td>9.2</td>
<td>099100</td>
<td>Interior &amp; Exterior Painting</td>
<td>LS</td>
<td>1</td>
<td>$215.69</td>
</tr>
<tr>
<td>9.3</td>
<td>098000</td>
<td>Acoustical Treatment</td>
<td>LS</td>
<td>1</td>
<td>$61.63</td>
</tr>
<tr>
<td>28.1</td>
<td>282100</td>
<td>Equipment &amp; Material</td>
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<td>$182,153.08</td>
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<td>282300</td>
<td>Video Management System</td>
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<td>$44,207.88</td>
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<tr>
<td>28.3</td>
<td>272200</td>
<td>Data Communication Hardware</td>
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<td>1</td>
<td>$10,580.21</td>
</tr>
<tr>
<td>28.4</td>
<td>272500</td>
<td>Data Communication Software</td>
<td>LS</td>
<td>1</td>
<td>$521.16</td>
</tr>
<tr>
<td>28.5</td>
<td>017836</td>
<td>Warranty</td>
<td>LS</td>
<td>1</td>
<td>$11,488.45</td>
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</tbody>
</table>

**Signature block and totals**

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

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(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District's discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ________________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT BONNEVILLE ANNEX (BTC ANNEX)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Bonds</td>
<td>LS</td>
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<td>$0</td>
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<td>$0</td>
</tr>
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<td>Warranty</td>
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</table>

Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit price item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District's discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ______________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT CENTENNIAL HILLS TRANSIT CENTER (CHTC)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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<td>1.1</td>
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Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

**THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.**

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

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The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A **Control Amount** pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, **below** the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: _______________

***END OF SCHEDULE***
## BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT INTEGRATED BUS MAINTENANCE FACILITY (IBMF)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
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<tbody>
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<td>Other General Conditions</td>
<td>LS</td>
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<td>1</td>
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<td>Warranty</td>
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**Signature block and totals**

*** END OF BASE BID SCHEDULE A ***

1
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

The price shown above shall remain valid for a period of up to 120 days from the bid date.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

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The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ____________

***END OF SCHEDULE***
BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS SOUTH STRIP TRANSFER TERMINAL (SSTT)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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<tbody>
<tr>
<td>1.1</td>
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<td>Bonds</td>
<td>LS</td>
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<td>LS</td>
<td>1</td>
<td>$601.58</td>
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Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

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DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ____________

***END OF SCHEDULE***
# BASE BID SCHEDULE A

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT SUNSET MAINTENANCE FACILITY (SMF)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
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<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
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<td>Bonds</td>
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**Signature block and totals**

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit price item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District's discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: _____________

***END OF SCHEDULE***
BASE BID SCHEDULE A

WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR:

SECURITY IMPROVEMENTS AT WESTCLIFF TRANSIT CENTER (WTC)

IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CSI Division Number</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
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</table>

DIVISION 2: SITE CONSTRUCTION

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<th>Item</th>
<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
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DIVISION 7: WEATHERPROOFING

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<th>Unit of Measure</th>
<th>Est Quantity</th>
<th>Total (In Figures)</th>
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DIVISION 9: FINISHES

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<th>Item</th>
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<th>Total (In Figures)</th>
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DIVISION 28: ELECTRONIC SYSTEMS

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<td>$3,828.11</td>
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</table>

Signature block and totals

*** END OF BASE BID SCHEDULE A ***
NOTES FOR BASE BID SCHEDULE A THROUGH ADDITIVE BID SCHEDULE B:

THE PRICE SHOWN ABOVE SHALL REMAIN VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE BID DATE.

Bids are to be submitted for the entire Work, including Additive Bid Schedules. The bidder shall set forth for each unit price item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit price item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the RTC, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

DETERMINATION OF LOWEST BIDDER AND BASIS OF AWARD:

(a) A Control Amount pre-determined by the RTC for this project will be disclosed at the Bid Opening before the first bid opens. The Control Amount will be used to determine the low bidder.

(b) The lowest responsive responsible bidder shall be the bidder that:

   (a) Offers the lowest aggregate bid for Base Bid Schedule A and Additive Bid Schedule B in sequential order, below the Control Amount; and

   (b) Is otherwise eligible for award.

(c) An award may be made on Base Bid Schedule A only.

The RTC will use the Control Amount and Bid Schedules only to determine the low bidder; an award may be made on any combination of Bid Schedules at the District’s discretion. The total amount of the awarded contract may be more or less than the Control Amount.

The RTC retains the right to award on the basis of bids received or to reject any or all bids. No conditional proposals will be accepted.

The following Addenda have been noted: ________________

***END OF SCHEDULE***
To: Tonita Brown

Subject: RE: Apparent Low Bidder Interview: 17-031CON RTC Security Improvement Project at Various Locations

Date: Tuesday, November 12, 2019 1:22:36 PM

External Email - Please use caution when opening links or attachments.

There is no additional cost. The software platform we are providing supports this function.

Thank you,

Craig Garner
DIRECTOR WESTERN TECHNOLOGIES GROUP

3965 W. Post Rd., Las Vegas, NV 89118
P 702.222.1200
C 702.544.8162
F 702.222.1205
www.conticorporation.com

This message contains confidential information and is intended only for the addressee. If you are not the intended recipient, you should not disseminate, copy, or rely upon this message. If you have received it in error, please let us know by e-mail reply and delete it from your system. E-mail transmission cannot be guaranteed to be secure or error-free. If verification is required please request a hard-copy. Views and opinions expressed by the author do not necessarily reflect those of the Company.
Hi Tonita,

Following up from our meeting yesterday, please add myself as the authorized signer for DocuSign. I have sent the insurance requirements in for review as well.

In regards to the question about the VM Management Server failover, we have confirmed with Milestone that their system does support this feature. Conti and Milestone will work with RTC’s IT Department to ensure proper configuration information is provided.

Thank you,

Craig Garner
DIRECTOR WESTERN TECHNOLOGIES GROUP
3965 W. Post Rd., Las Vegas, NV 89118
P 702.222.1200
C 702.544.8162
F 702.222.1205
www.conticorporation.com

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From: Tonita Brown <BrownT@rtcsnv.com>
Sent: Monday, November 4, 2019 5:12 PM
To: Garner, Craig <cgarner@conticorporation.com>
Subject: Apparent Low Bidder Interview: 17-031CON RTC Security Improvement Project at Various Locations

Good evening;

The Regional Transportation Commission of Southern Nevada (RTC) has identified Conti Corporation, as the apparent lowest responsive and responsible bidder for Invitation to Bid 17-031CON-1 RTC Security Improvements at Various Locations Project.

The Apparent Low Bidder interview will be held:

Wednesday, November 6, 2019 at 10:00 A.M.
Regional Transportation Commission of Southern Nevada,
600 S. Grand Central Parkway
Las Vegas, NV 89106
At the interview, please be prepared to discuss the Bid Schedule of Values.

Please confirm receipt of this notice and attendance at the interview. If you have any questions, contact me.

Regards,

**Tonita Brown** | Purchasing & Contracts Analyst/DBE Liaison Officer  
**RTC of Southern Nevada**  
600 S. Grand Central Parkway, Suite 350, Las Vegas, NV 89106  
O: 702-676-1507 | brownt@rtcsnv.com
EXHIBIT C
GENERAL CONDITIONS (GC)

GC.1 DEFINITIONS

The following definitions shall apply to the Contract:

"Addendum" means a written or graphic instrument issued by the RTC via the RTC Purchasing & Contracts Office prior to the submission of bids which modifies or interprets the Bidding Documents by means of an addition, deletion, clarification, correction or other type of modification.

"Adverse Weather" means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures.

"Bid Documents" means the following documents which collectively constitute the obligations of the Contractor, in the following governing order: (1) Bid No. 17-031CON-1 and any addenda; (2) Special Provisions (if any); and 3) Drawings (if any).

"Bid Schedule" is the form attached to the Bid Proposal that is used to submit the Base Bid and, if applicable to the Project, the Additive Alternate bids of the Bidder.

"Construction Change Directive" means a written order from the RTC directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Contractor is to proceed immediately with the implementation of the Construction Change Directive.

"Change Order" means a written order to the Contractor signed by the RTC and Contractor issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Contractor's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

"Consultant" means the consulting firm contracted by the RTC to assume some or all of the responsibilities of the RTC for administration of the Contract.

"Contract" means the entire agreement between the parties as set forth in the Contract Documents and does not come into existence until execution of the RTC-Contractor Agreement.

"Contract Amount" means the compensation to be paid the Contractor to perform the Work and is included in the "Amount of Contract" section of the RTC-Contractor Agreement by the RTC.

"Contract Documents" means the RTC-Contractor Agreement, General Conditions, Special Provisions, Drawings and, if applicable, the Addenda or Modifications made to the
aforementioned documents.

"Contract Time" means the number of days set forth in GC.4.D (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

"Contractor" means the person or entity responsible for construction of the Work and is referred to throughout the Contract as if singular in number and neutral in gender.

"Critical Path" means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."


"Date of Substantial Completion" means the date established and certified by the RTC when construction is sufficiently complete, in accordance with the Contract Documents, so the RTC can occupy or utilize the Work, or designated portion thereof, for the use for which it is intended.

"Day" means a calendar day unless otherwise specifically designated.

"Project Manager" means the person authorized pursuant to Section GC.3.A (Project Manager) of the Contract to act or make decisions on behalf of the RTC.

"Disadvantaged-owned Business Enterprise” or “DBE” means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Drawings" means the diagrammatic representations of the requirements for construction of the Work that are incorporated as a part of the Contract.

"Governing Body” means the RTC Commission.

"Guaranteed Project Schedule" means the initial schedule of the Work submitted by the Contractor and accepted by the RTC at the outset of the Project which is used as the baseline for comparing the progress of the Project.

"Material Notice to Proceed" means the document issued by the RTC establishing the date the Contractor is allowed to begin ordering materials for incorporation into the Work but does not allow construction activity at the site prior to issuance of the Notice to Proceed unless otherwise agreed in writing by the RTC.
"Modification" means (i) any Addendum pertaining to the Bid Documents, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the RTC for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

"Notice of Award" is the letter issued by the RTC notifying the Contractor of the award of the Project by the RTC Commission, authorizing the Contractor to proceed with the procurement of the bonds and insurance, and including the RTC-Contractor Agreement for execution and return to the RTC.

"Notice to Proceed" means the document issued by the RTC that (i) establishes the date the Contractor is allowed to begin construction activity at the site, and (ii) commences the running of the Contract Time.

"Product Data" means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

"Progress Record Documents" means the set of documents maintained by the Contractor indicating the actual as-built revisions to the Work and Contract Documents.

“Progress Schedule” means a version of the schedule for the Work provided by the Contractor subsequent to the Guaranteed Project Schedule, pursuant to the requirements of the Contract related to issues such as time extensions, claims, payments, tardiness and recovery.

"Project" means the total construction of which the Work performed provided under the Contract may be the whole or a part thereof and which may include construction by the RTC or by other contractor hired by the RTC.

"Promptly" means without delay and on time.

"Reasonable Time" means ten (10) business days, except where otherwise specified, or unless RTC Commission action is required.

"RTC" means the Regional Transportation Commission of Southern Nevada and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the RTC's Project Manager identified in Paragraph GC.3.A (Project Manager) of the Contract.

"Samples" mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Contractor and that establish standards for the judgment of the Work.

"Shop Drawings" mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Subcontractor" means any individual or entity who is sublet any part of the Work by the Contractor. There is no contractual relationship between the RTC and the Subcontractor who performs work or services for the Contractor.
"Submittal" means the item required by the Contract Documents to be provided to the RTC for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

"Substantial Completion" means the point in time when, in the opinion of the RTC, construction is sufficiently complete, in accordance with the Contract Documents, that the RTC can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the RTC establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

"Technical Specifications" means the written descriptions of the requirements for the Work incorporated as a part of the Contract.

"Work" means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Contractor to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

**GC.2 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES**

A. **Security of the Work and Project Site**

The Contractor is responsible at all times for the Work and for the Project site regardless of whether or not the RTC has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Contractor and the RTC. The Contractor shall conduct its operations under the Contract in a manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Contractor, RTC or any other person. The Contractor shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Contractor shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Contractor shall cooperate with the RTC on all security matters and shall promptly comply with any security requirements established by the RTC. Such compliance with these security requirements shall not relieve the Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Work site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the RTC in a timely manner.
B. **Protecting Adjacent Areas**

Unless otherwise specifically provided in the Contract, the Contractor shall not perform the Work in a manner that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the RTC. Thereafter, and before it begins the Work, the Contractor shall give due notice to the RTC of its intention to start the Work. The Contractor shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Contractor shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the RTC has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

C. **Construction Safety**

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the RTC. The Contractor shall not resume the Work in the affected area without written direction by the RTC.

D. **Clean-up of the Work Site**

The Contractor shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Contractor shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Contractor shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the RTC in accordance with all applicable federal, state, and local laws, ordinances and codes. The Contractor shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the aforementioned, the RTC may satisfy the requirements of this Section at the Contractor's expense.

E. **Construction Procedures**

The Contractor shall perform all Work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all
transportation, materials, equipment, tools, labor or incidentals necessary to complete the Work in the best possible and most expeditious manner. The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the RTC in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

F. **Project Manager / Team**
   The Contractor shall employ a competent Project Manager/Team dedicated full time to manage all administrative issues, submittals, payment applications, progress meetings and closeout documentation required for this project. The Project Manager/Team shall be thoroughly knowledgeable regarding the project specifications, drawings and requirements. The Project Manager/Team shall conduct progress meetings, manage pre installation meetings, identify inspections and provide all contractual documentation. Finally, the Project Manager/Team shall coordinate all field activities with the RTC and Contractor's Superintendent. The Contractor shall designate the Project Manager/Team, who then must be approved in writing by the RTC. Any substitution of the Project Manager/Team by the Contractor will be permitted only after a written request for such substitution has been made and approved by the RTC. The RTC shall submit any requests for substitution of the Project Manager/Team, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

G. **Employment of Competent Superintendent**
   The Contractor shall employ a competent Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. Communications from the RTC may be verbal or written. Verbal communications will be confirmed in writing. The Superintendent shall effectively communicate with the RTC and shall have a thorough understanding of the Work and the Contract. The Contractor shall designate a Superintendent who is acceptable to the RTC. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the RTC. The RTC shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied. The Contractor's Superintendent shall be present at the construction site at all times to supervise his or her workers’ and subcontractors’ work.

H. **Uncovering and Correcting the Work**
   If any portion of the Work has been covered contrary to the request of the RTC or contrary to the requirements stated in the Contract, the Contractor shall, if requested by the RTC, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time.
If any portion of the Work has been covered which the RTC has not specifically requested to observe prior to being covered, the Contractor shall, if requested by the RTC, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the RTC.

I. Differing Conditions

Differing Conditions are defined as subsurface or otherwise concealed conditions, which substantially vary from the Contract documents, or which significantly differ from the conditions normally found to exist and usually recognized as the normal part of the construction activity described in the Contract documents. Prompt notice of differing conditions to the RTC’s Project Manager must be in 24 hours; prompt written determination of differing conditions must be in seven calendar days. Differing conditions do not apply to acts, conditions or other circumstances attributable to the Contractor or its Subcontractors during the course of the Contract.

If conditions are discovered at the site which appears to be differing conditions, the Contractor shall provide prompt notice to the RTC’s Project Manager, prior to performing the work on the condition. The RTC’s Project Manager shall take prompt action to determine if a differing condition does exist and shall provide the Contractor with the RTC’s Project Manager’s written determination.

A positive written determination by the RTC’s Project Manager indicated a differing condition exists, shall become the basis for the Contractor to submit a claim for increasing or decreasing the compensation, time of construction, or both. Such change in compensation, time of construction or both, shall be as provided for in other provisions of the General Conditions.

J. Adverse Weather Conditions

If adverse weather conditions are the basis for a claim for additional time, such claim must be documented by data substantiating that weather conditions were abnormal, as compared to the average historical climate conditions based upon the preceding ten year records published for the locality by the National Oceanic and Atmospheric Administration (NOAA) entitled “Local Climatological Data”, for the period of time and could not have been reasonably anticipated, and weather conditions had an adverse effect on scheduled construction for activities on the construction schedule critical path. Adverse weather claims shall be excusable but not compensable if the Contractor has demonstrated that the delay has affected the activities on the construction critical path.

K. Permits and Fees

Unless otherwise provided in the Contract Documents to be the responsibility of the RTC, the Contractor shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

L. Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature, which may be
applicable to any work under this Contract. The Contract amount any agreed variations thereof will include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor hereby indemnifies and holds the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

M. Utilities
The Contractor shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by the Contractor at no additional cost to the RTC, unless otherwise specified in this Contract.

N. Record Documents
Progress Records: The Contractor shall keep a marked-up, up-to-date set of the Progress Record Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

Final Records: Contractor shall furnish to RTC two complete sets of marked-up as-built drawings with “RECORD” clearly printed on each sheet. RTC, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall accurately and neatly transfer all deviations from progress as-built drawings to final as-built drawings. At project completion, Contractor shall furnish RTC with clean final, as-built drawings.

O. Substitution of Materials, Products or Services

1. Criteria. The Contractor may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

2. Prior to proposing the substitution, the Contractor shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (i) the substitution will result in a cost savings, reduced construction time or similar demonstrable benefit to the RTC. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

3. Procedure. The Contractor shall, within 10 days after award of the Contract submit to the RTC’s Project Manager a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the RTC to make a fair and equitable decision concerning the proposed substitution. If the Contractor fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the RTC, a written authorization will be provided to the Contractor. No substitution will be allowed which will result in an increase in the Contract Amount.
4. **Burden of Proof.** The burden of proof in establishing the equality of the proposed substitution shall be upon the Contractor. Approval of a substitution shall not relieve the Contractor from responsibility for compliance with the other requirements of the Contract. The Contractor shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the RTC to accept or construe the proposed substitution to be an equal to that specified under the Contract. The RTC will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The RTC will have a reasonable amount of time to review each request for substitution.

5. **Required Certificates.** The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

P. **Delivery and Storage of Materials and Equipment**

The Contractor shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the RTC’s approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Contractor.

Q. **Emergencies**

When emergencies affecting or threatening the safety of any person or property occur, the Contractor shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Contractor should fail to act, the RTC may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the RTC deems appropriate, including, but not limited to, the use of other contractors, the RTC's own forces, and the Contractor's on-site equipment and materials, in which case, the Contractor shall pay the RTC for any such expenses incurred as provided in Section GC.10.E (RTC's Right to Carry out the Work).

R. **Payment of Subcontractors and other Parties**

The Contractor shall pay its subcontractors constructing any portion of the Work and other parties providing labor, material or supplies in connection with the Work in the timely manner specified in NRS 338.550 or they may be subject to disciplinary action by the Nevada State Contractors Board pursuant to NRS 624.3012 and/or court action by subcontractor or supplier to remedy unjustified or excessive withholding, pursuant to NRS 338.635.

S. **ADA Requirements**

All work performed or services rendered by the Contractor must comply with the Americans with Disabilities Act standards. All facilities built after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of the Contractor to advise the RTC, should the RTC’s requirements not meet the appropriate accessibility standards.

T. **Schedule of Values**

The Contractor shall provide to the RTC a Schedule of Values allocated to various portions
of the Work. The Schedule of Values shall be formed in Microsoft Excel format and supported by such data and information, acceptable to and as requested by the RTC.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The Contractor shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the RTC, subject to statutory limitations specified in NRS 338.140. All costs attributable to profit, overhead, and all other incidental items shall be proportionately distributed across all line items in the Schedule of Values.

U. Allowable Costs (Federal Funds)

The Contractor will ensure that all costs related to this Agreement are allowable in accordance with Circular A-122, “Cost Principles Applicable to Grants and Contracts with Private Non Profits” Office of Management and Budget (OMB), and/or circular A-87, Cost Principles applicable to State, Local and Indian Tribal Governments incorporated herein by reference.

V. American Recovery and Reinvestment (ARRA) Stimulus Federally Funded Projects

The Contractor who is awarded a Contract which is funded by ARRA federal funds is responsible:

1. To obtain a Duns number for itself and require all its Subcontractors to obtain a Duns number by calling (800) 333-0505 or registering on the website: http://smallbusiness.dnb.com.


3. To follow and submit the information required by the American Recovery and Reinvestment Act (ARRA) of 2009 Reporting Requirements, as required by the Department of Transportation and the Federal Transit Administration, and updated on: http://www.fta.dot.gov/index_9440.html, including but not limited to, monthly employee reports, which must be submitted by the Contractor and subcontractors. The monthly employee reports shall be submitted electronically on the form provided by the Department of Transportation on http://www.nevadadb.com, no later than 9 days after the end of each month. Failure to submit the required employee information, and any other report required by ARRA, may result in withholding of the progress payment.

4. Section 902 of the ARRA specifies that the U.S. Comptroller General and his representatives have the authority to:

   a) Examine any records of the Contractor or any of its subcontractors, or the RTC, or any other State or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract; and

   b) Interview any officer or employee of the Contractor or any of its subcontractors, or of the RTC, or any other State or local government agency administering the Contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this project, which is funded by ARRA funds. Section 902 further states that nothing therein shall be
interpreted to limit or restrict in any way any existing authority of the Comptroller General.

GC.3 RTC’S RIGHTS AND RESPONSIBILITIES

A. RTC Project Manager
The RTC designates Luis Palor, (702) 676-1674, PalorL@rtcsnv.com, as the Project Manager for this Contract. The RTC will provide written notice to the Contractor should there be a subsequent Project Manager change. The Project Manager shall have complete authority to transmit instructions, receive information, interpret and define the policies of the RTC and to make other decisions on the part of the RTC. Following the issuance of the Notice to Proceed, the Project Manager may perform any review, communications, notices or other act required on the part of the RTC.

B. Right to Perform or Award Separate Contracts for Portions of the Work
1. Coordination
   The RTC reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The RTC will provide for the coordination of the activities by its own forces and that of each separate contractor with the Work of the Contractor. The Contractor shall participate with the RTC and the other separate contractors in reviewing their construction schedules when so directed by the RTC.

2. Revisions to Guaranteed Project Schedule
   The Contractor shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Contractor. If the activities by the RTC or the other contractors are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Contractor shall be precluded from asserting any claim for delay or additional expenses resulting from the RTC exercising its rights granted herein.

3. Storage of Equipment and Materials
   The Contractor shall afford the RTC and separate contractors’ reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract.

4. Reporting of Separate Contractor Deficiencies
   If part of the Work depends on the proper execution of construction or operations by the RTC or a separate contractor, the Contractor shall, prior to proceeding with the Work and each portion thereof, promptly report to the RTC the apparent discrepancies or defects such other construction or operations that would render the Work unsuitable for proper execution by the Contractor. The Contractor’s failure to report such discrepancy or defect shall constitute an acknowledgment that the RTC’s
or separate contractor’s completed or partially completed construction or operations is fit and proper for the Contractor to proceed with the Work, except as to defects not then reasonably discoverable.

5. **Delays and Damages to Separate Contractors**

The Contractor shall defend, indemnify and hold the RTC harmless pursuant to the provisions of Section GC.9.A (General Indemnity) of the General Conditions for each claim asserted by a separate contractor for delay, improperly timed activity, defective construction or damage to the work of the separate contractor which is caused by the Contractor. The Contractor agrees to make no claim of cost or damages against the RTC for any delay, improperly timed activity, defective construction or damage to the Work of the Contractor which is caused (i) by the Contractor, or (ii) by a separate contractor unless such contractor is under contract to the RTC, or to a general contractor of the RTC.

The RTC shall pay each claim of cost incurred by the Contractor arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate contractor acting under the direction or control of the RTC, or under the direction and control of a general contractor of the RTC, in a justifiable amount, but not-to-exceed the amount specified in Section 6 of the RTC-Contractor Agreement.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section GC.12 (Disputes Between Parties) of the Contract.

6. **Repair of Damages**

The Contractor shall promptly repair any damage caused by the Contractor to the work of a separate contractor or to any property of the RTC or other property RTC if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

C. **Right to Perform Additional Work Within or Near the Project Site**

The RTC reserves the right at any time to contract with other contractors whose work may occur within or near the site of the Project. In such event, the Contractor agrees not to interfere with or hinder the progress of work by the other contractors, and the RTC agrees to require such contractors to coordinate their work with that of the Contractor. The Contractor agrees to cooperate and coordinate with such contractors as directed by the RTC.

The Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors within the limits of the same Project. The Contractor shall join the Work with that of the other contractors in an acceptable manner and shall perform it in proper sequence to that of the other contractors.

D. **Progress Meetings**

The RTC’s Construction Manager (CM) shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the RTC. The RTC’s CM shall take notes of the progress meeting and shall
distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

E. Suspension
The RTC may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the RTC. An adjustment shall be made for the increase in the cost of performing the Contract (excluding there from any profit to the Contractor), on the increased cost of performance caused by the suspension, delay, or interruption. No adjustment shall be made to the extent that:

1. The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. An equitable adjustment is made or denied under another provision of the Contract Documents, or
3. The Contractor could have mitigated the increase in cost to perform the Contract.

F. Termination for Convenience
Prior to, or during the performance of the Work, the RTC reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the RTC will immediately notify the design professional and the Contractor in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

1. Stop all construction;
2. Place no further orders for materials or services;
3. Terminate all subcontracts;
4. Cancel all material and equipment orders as applicable; and
5. Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Contractor.

Within 180 days of the date of the Notice of Termination, the Contractor shall submit a final termination settlement proposal to the RTC based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the Contractor fails to submit the proposal within the time allowed, the RTC may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.

G. Replace Subcontractor
The RTC shall have the right to require that the Contractor replace any Subcontractor at any
time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338.141.

GC.4 CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

A. Contractor Background Checks

1. It is the policy of the Regional Transportation Commission of Southern Nevada (hereinafter, “RTC”) for successful bidders to conduct background checks on all contract employees that require unescorted access onto any RTC properties. The contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of their assigned duties are of good moral character. The Contractor prior to hiring shall conduct employee candidate background check screenings of all positions, to include those considered safety-sensitive as defined by Federal Transit Administration (FTA) guidelines. This may include, but not limited to work history, criminal background history and credit review as required for the position.

2. Results of a background check must comply with the RTC background check standards as outlined below:

   a) Must utilize a licensed background check vendor to run criminal background checks and personal credit history reviews (as applicable). Criminal background checks must include arrest and conviction reports (county, state and nationwide) for all jurisdictions that the applicant has resided in the previous ten (10) years.

   b) Unless otherwise required by applicable law, in accordance with Title VII of the Civil Rights Act of 1964 and corresponding guidance from the U.S. Equal Employment Opportunity Commission, information obtained during the criminal record check will not be used as a basis for denying or terminating employment, unless the criminal offense resulted in a conviction that is recent (or sufficiently serious to be of issue regardless of how recently it occurred) and relevant to the job in question.

   c) When assessing criminal conviction records, contractors are required to consider the following factors:

      (1) Nature and gravity of the offense(s)
      (2) The time that has passed since the offense and/or completion of the sentence; and
      (3) The nature of the job sought/held

No one factor should necessarily govern the analysis; all three factors should be weighed together when determining persons to work at RTC properties.

   d) The contractor is required to collect background information on “Individuals” consistent with the Federal Fair Credit Reporting Act (FCRA) and any applicable state laws.

3. Once background check clearance has been determined, the successful bidder will
notify the RTC’s designated department’s contact via email that the employee has been approved to work on RTC premises.

4. The Contractor will be required to maintain all records related to background check screenings conducted for all employees working at RTC properties. For the purposes of audit and oversight by RTC, the contractor will make all background check records available to RTC representatives in an effort to ensure established RTC standards/guidelines are followed. All Background check records must be maintained on all employees working on RTC property for the term of the agreement.

B. RTC Supplier Identification Badges

1. The RTC will issue vendor/supplier badges to employees of any of its vendors/contractors that will be conducting business or providing services on any RTC’s premises.

2. A “Vendor” badge will be issued to long term or short term vendor/contractors at the RTC’s discretion, who are unaccompanied and require access to various RTC’s facilities/property.

3. All individuals, companies, their employees and/or volunteers must successfully complete a background check at the Contractor’s expense prior to being issued a “Vendor” badge. All results must be received and reviewed prior to a badge being issued and the start of the work.

4. The Contractor must provide the RTC’s Project Manager within five calendar days from written notification of award and at least two weeks prior to the start date of service with the following:

   1) A list of all personnel who will be working at the RTC’s building(s); this list shall also include vendor/contractor/supplier and any associated officers, a telephone number for the vendor/contractor/supplier or a designated representative, and if available an e-mail address.

   2) A letter from the Contractor requesting a badge stating that the person(s) is an employee.


5. The RTC’s Project Manager will schedule an appointment for the vendor/contractor badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and issuance of a badge.

6. When the “Vendor” badge is issued it must be worn visibly at all times when on the
RTC’s property.

7. All “Vendor” badges are the property of the RTC and must be returned when the vendor contract services expire/terminate or upon request by the RTC.

8. Failure of the vendor/contractor to return RTC’s badges within 24-hours from the contract expiration, termination or upon request by the RTC will result in a fee of $38 for each badge that is not returned.

9. A vendor/contractor who loses a badge is required to inform the RTC’s Project Manager and RTC Safety and Security at 702-676-1517 immediately so access can be disabled.

10. The RTC’s Project Manager will schedule an appointment for the replacement “Vendor” badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and replacement badge is issued.

11. The vendor/contractor is responsible for a replacement fee for all lost badges. The vendor/contractor will be required to complete a new Badge Application form, Replacement Badge Fee Form, and provide to the Technical Contract Representative with a lost badge replacement fee of $38.

12. If the lost badge is found after receiving a replacement, it must be returned to RTC Safety & Security immediately at 600 S. Grand Central Parkway. Lost badge replacement fees are non-refundable.

13. The first damaged badge will be replaced at no charge to the vendor. Any subsequent damaged replacement badges will incur a replacement cost of $38 per badge.

14. The damaged badge must be presented to RTC Safety and Security along with appropriate identification and Replacement Badge Fee Form to receive a replacement badge. The damaged badge will be destroyed after the replacement badge is issued. The card holder record in the security system will be changed to show access to the damaged badge was disabled. Vendors/contractors will be required to provide appropriate replacement fees to the RTC’s designated/sponsoring department prior to a new badge being issued.

C. COMPANY KEYS TO FACILITY
The RTC may issue key(s) to employees of the Company which will be conducting business or providing services on any RTC premises that have successfully gone through the RTC badging process.

1. Company may be issued a key(s) when they are required to access various RTC facilities/properties at the RTC Designated Representative’s discretion and final approval by RTC Safety and Security.

2. Key(s) may also be made available to Company on a daily basis and/or shift.
3. The Company’s individuals, employees and/or volunteers shall, prior to being issued a key(s), be properly badged with an RTC badge. This will be confirmed by RTC Safety and Security upon receiving a signed Key Request form.

4. The RTC’s Designated Representative will recommend the access level based on the areas/facility the Company will be working. At the request of the RTC’s Designated Representative and initiated by the Company, key(s) will be issued after the following information has been completed and submitted to RTC Safety/Security for final approval:

   a) A signed acknowledgement of a Key Issuance and Responsibilities form and a completed RTC Key Request form for each individual requiring a key(s).
   b) When completing the Key Request form, the sponsoring department or designed should ensure to check mark the appropriate facility and include the “Company Name.”
   c) The Safety and Security staff will ensure that appropriate key(s) are provided for the specific areas needed for access and will notate the Key Request form accordingly.
   d) The individual who will be assigned the key must sign the Key Request form as “Recipient.”

5. The RTC’s Designated Representative will ensure that a key(s) is cut and available for the Company by contacting RTC Safety and Security at 702-676-1590.


7. The Company’s employee must present appropriate identification at that time (RTC badge) and a completed Key Request form signed by the RTC’s Designated Representative.

8. Keys will only be issued to the Company’s employee to whom the keys will be assigned. Keys will not be issued or provided to any unauthorized personnel at any time. All key(s) are the property of the RTC and must be returned when the Company’s contract services expire/terminate or upon request by the RTC. It is the RTC’s Designated Representative’s responsibility to immediately notify RTC Safety and Security when such contract services have concluded. The RTC’s Designated Representative is also responsible for retrieving all key(s) and returning them to RTC Safety and Security staff within 24-hours from the contract expiration, termination or upon request by the RTC.

9. Failure for the Company to return RTC key(s) within 24-hours from the contract expiration, termination or upon request by the RTC will result in a fee of $40.00 for each key that is not returned and/or the cost of rekeying the entire facility (see below for estimate).

Lost/damaged/replacement keys:
a) A Company that loses a key(s) is required to inform the RTC’s Designated Representative and RTC Safety and Security at 702-676-1590 immediately.

b) The RTC’s Designated Representative will ensure that a replacement key(s) is provided to the vendor/contractor/supplier by contacting RTC Safety and Security at 702-676-1590.

c) The Company is responsible for a replacement fee for all lost key(s). The Company will be required to complete a new Key Request form and Replacement Key Fee form and provide to the RTC’s Designated Representative along with a lost key replacement fee of $40.00 per key (or cost of rekeying the entire facility). The actual cost of rekeying the entire facility varies based on the number of cores and keys. Estimated costs will range from $2,050.00 to $20,000.00 with the average cost being approximately $5,000.00. The replacement fee and the form should be submitted to RTC Safety and Security prior to issuing keys. RTC Safety and Security will then forward all monies and the Replacement Key form to RTC Finance for processing.

d) If the lost key(s) is found after receiving a replacement, it must be returned to RTC Safety & Security immediately. Lost key(s) replacement fees are non-refundable.

e) The first damaged key will be replaced at no charge to the Company. Any subsequent damaged replacement key will incur a replacement cost of $40.00 per key.

f) The damaged key must be presented to RTC Safety and Security along with the appropriate damaged key replacement fees to the RTC’s Designated Representative prior to a new key(s) being cut/issued. The Company will complete the Replacement Key form and submit it to the RTC’s Designated Representative. RTC Safety and Security will then forward all monies and Replacement Key form to RTC Finance for processing.

g) The damaged key(s) must be presented to RTC Safety and Security along with appropriate identification to receive a replacement key(s). The damaged key(s) will be destroyed after the replacement key(s) is issued. The key(s) holder of record in the security system and/or key database will be changed to show the damaged key(s) was disabled.

D. Notice to Proceed

Within 30 calendar days after receipt of all required post-bid submittals, the RTC will issue the Notice to Proceed. The Contractor shall not commence construction activities at the Work site prior to the date specified in the Notice to Proceed.

If deemed appropriate, the RTC may issue a Materials Notice to Proceed to the Contractor authorizing the ordering of supplies, materials, equipment or other items related to the Work prior to issuance of the Notice to Proceed.
E. Guaranteed Project Schedule
Within the time provided in Section 5 of the RTC-Contractor Agreement or as otherwise specified by the RTC, the Contractor shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the RTC can judge and determine the progress thereof.

F. Progress of the Work
The Contractor shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.

If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the RTC from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by RTC approved Change Orders), in addition to the other requirements of the Contract and remedies available to the RTC, the Contractor agrees to take the following actions at no additional cost to the RTC to correct such tardiness:

1. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the RTC, the backlog of Work;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the RTC, the backlog of Work; and,

3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

The failure of the Contractor to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the RTC that the Contractor is failing to diligently prosecute the Work, in which case the RTC may, after the notice of the breach has been provided to the Contractor pursuant to Section GC.10.A (Definition of Breach) of the Contract, without prejudice to other remedies the RTC may have and regardless of whether the Contractor has taken or is taking corrective action, immediately correct the Contractor’s failure at the Contractor’s expense by exercising the right to perform and carry out the work as provided in Section GC.10.E (RTC’s Right to Carry Out the Work) including the use of the RTC’s work forces, to award separate contracts, to supplement the Contractor’s work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the RTC deems appropriate.

G. Contract Time
Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve milestones if specified and achieve Substantial Completion of the Work within the Contract Time. In addition, where applicable, reference to Time shall be in accordance with Section 108, “Prosecution and Progress” of the Uniform Standard Specifications for Public Works construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto. The Contractor shall complete all Work or separable portions of the Work in accordance with specified milestones or specific dates and in accordance with these specifications. The RTC and RTC Third Party Contractors shall occupy the site at all times and the contractor shall schedule all project work with the RTC prior to commencing work.

Contractor shall coordinate all activities to assure minimal interruption of on-site activities being performed by the RTC and the RTC Third Party Contractors. The RTC shall be notified 48 hours in advance of all crane, roof, demolition and related activities. If work is required to be performed off-hours, the RTC shall not be responsible for the overtime costs.

H. Progress Payments and Retainage

1. Progress Bills and Payments
The Contractor must submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the RTC and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the RTC. As permitted pursuant to Section GC.10.F (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the RTC may withhold from the progress payment an amount that is sufficient to protect the RTC for the Contractor’s failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

The RTC shall pay claims for supplies, materials, equipment and services purchased under the provisions of this contract electronically, unless determined that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience. The RTC reserves the right to make a payment by check, with five (5) business days’ notice. The RTC will provide notice via email or fax to the Consultant/Service Provider. All payments under this contract shall be paid in United States dollars.

Progress Payment Requests must be submitted using American Institute of Architects (AIA) Form G-702, or as otherwise specified by the RTC’s Project Manager and shall include the following items:

   a) Schedule of Values detailing a cost breakdown noting materials costs, labor rates/costs and all incidental costs will be submitted monthly along with Progress Payment submittals. The Schedule of Values will be prepared in a Microsoft Excel document in a format approved by the RTC’s Project Manager;
b) Progress Report describing the Work completed during the billing period;

c) Updated Guaranteed Progress Schedule highlighting critical milestones and Project status;

d) If a federally funded project, the DBE Contract Compliance form listing participation of DBE firms in the Work;

e) Certified Payroll Reports, if applicable;

f) As-built drawings to be submitted weekly at time of construction meeting;

g) Submittal Log to be submitted weekly at time of construction meeting.

The Contractor must submit certified payroll records each month as required by NRS Chapter 338, as applicable. If the certified payroll records for the previous month have not been received, the RTC may withhold funds from the progress payment in accordance with NRS Chapter 338.

The Contractor shall pay its subcontractors and suppliers in the timely manner specified in NRS 338.550 or they may be subject to disciplinary action by the Nevada State Contractors Board pursuant to NRS 624.3012 and/or court action by subcontractor or supplier to remedy unjustified or excessive withholding, pursuant to NRS 338.635.

Progress payments are payments for contract work that has not been completed. The RTC may use FTA assistance to support progress payments provided the RTC obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. The RTC will make progress payments only to a Supplier based on costs incurred in the performance of the contract. The Successful Bidder will provide adequate security for progress payments in the form of a performance bond, labor and material payment bond, title to the property, or another security which is approved by the RTC. Sufficient documentation as approved by the RTC is required from the Successful Bidder to demonstrate completion of the amount of work for which progress payments are made. The Common Grant Rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. The RTC, however, may not make progress payments for other than construction contracts based on this percentage method.

2. Retainage

a) From the dollar amount of work in place, not more than ninety-five percent (95%) of the amount of any progress payment may be paid until fifty percent (50%) of the work required by the Contract has been performed.

b) After fifty percent (50%) of the work required by the contract has been performed and, if in the opinion of the Project Manager, the work is progressing satisfactorily, the RTC may pay to the Contractor:
(1) Any of the remaining progress payments without withholding additional retainage; and
(2) Any amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract.

c) After determining in accordance with b) above whether satisfactory progress is being made in the work, the RTC may pay to the Contractor an amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract, if:

(1) A subcontractor has performed a portion of the work;

(2) The RTC determines that the portion of the work has been completed in compliance with all applicable plans and specifications;

(3) The subcontractor submits to the Contractor:

   (a) A release of the subcontractor’s claim for a mechanic’s lien for the portion of the work; and

   (b) From each of the subcontractor’s subcontractors and suppliers who performed work or provided material for the portion of the work, a release of its claim for a mechanic’s lien for the portion of the work; and

(4) The amount of the retainage which the RTC pays is in proportion to the portion of the work which the subcontractor has performed.

d) If, pursuant to c) above, the RTC pays to the Contractor an amount of any retainage that was withheld from progress payments from the first fifty percent (50%) of the work required by the Contract, for the portion of the work which has been performed by the subcontractor, the Contractor must pay to the subcontractor the portion of any retainage withheld by the contractor pursuant to NRS 338.555 for the portion of the work. If the Contractor pays to the subcontractor the portion of any retainage withheld by the Contractor pursuant to NRS 338.555 for the portion of the work which has been performed by the subcontractor, the subcontractor must pay to the subcontractor’s subcontractors and suppliers the portion of any retainage withheld by the subcontractor pursuant to NRS.595 for the portion of the work.

e) If, after determining whether satisfactory progress is being made in the work, the RTC continues to withhold retainage from remaining progress payments:

(1) If the RTC does not withhold any amount pursuant to NRS 338.525:

   (a) The RTC may not withhold more than two and one half percent (2.5%) of the amount of any progress payment; and
(b) Before withholding any amount pursuant to subparagraph (a) above, the RTC must pay to the Contractor fifty percent (50%) of the amount of retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract; or

(2) If the RTC withholds any amount pursuant to NRS 338.525:

(a) The RTC may not withhold more than five percent (5%) of the amount of any progress payment; and

(b) The public body may continue to retain the amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract.

f) The Contractor may hold not more than five (5%) percent from the amount of any progress payment due under a subcontract which is made before fifty percent (50%) of the work has been completed under the subcontract. After fifty percent (50%) of the work required by the Contract has been performed, the Contractor shall pay any additional progress payments due under the subcontract without withholding any additional retainage if, in the opinion of the Contractor, satisfactory progress is being made in the work under the subcontract, and the payment must be equal to that paid by the RTC to the contractor for the work performed by the subcontractor. If the Contractor continues to withhold retainage from remaining progress payments:

(1) If the Contractor does not withhold any amount pursuant to NRS 338.560:

(a) The Contractor may not withhold more than two and one half percent (2.5%) of the amount of any progress payment; and

(b) Before withholding any amount pursuant to subparagraph (a), the Contractor must pay to the subcontractor fifty percent of the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract; or

(2) If the Contractor withholds any amount pursuant to NRS 338.560:

(a) The Contractor may not withhold more than five (5%) of the amount of any progress payment; and

(b) The Contractor may continue to retain the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract.
g) Contractors shall have a clause in all subcontracts that subcontractors shall hold retainage on its subcontractors and suppliers in accordance with NRS 338.595.

h) The aforementioned Contractor retention amounts will be released following the Governing Body’s approval of the Notice of Completion, provided that the following conditions are met:

1. All punch lists items have been completed.
2. A Certificate of Occupancy has been received.
3. Final record drawings and specifications, and operations and maintenance manuals (if applicable) have been submitted.
4. No premium exists with the Employer’s Insurance Company of Nevada as evidenced by receipt of a final certificate after audit.
5. All required documentation has been submitted to the Nevada State Labor Commissioner, if applicable, and approved as evidenced by a letter of release.
6. The RTC may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions, as referenced above. The difference of the retention may then be paid.

i) The RTC is required to pay interest in the retention amount at a rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associates in Nevada as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to a contractor is less than $500, the RTC may hold the interest until

1. The end of a subsequent quarter after which the amount of interest due is $500 or more;
2. The end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or
3. The amount withheld under the contract is due pursuant to NRS 338.520.

3. Payment for Stored Material

Not Specifically Purchased for the Work: The RTC may at its discretion pay the Contractor the cost of the material that is to be used in the performance of the Work provided the material complies with the requirements of the Contract and the following conditions are satisfied:
a) The Contractor stores the material in a manner acceptable to the RTC at the Work site or other site that is acceptable to the RTC.

b) The Contractor furnishes evidence of the quantity and quality of the stored material that is acceptable to the RTC.

c) The Contractor furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the RTC.

d) The Contractor furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the RTC.

If payment is being sought for material not specifically purchased for the Work, but taken from the Contractor’s stock, then in lieu of an invoice, the Contractor shall submit to the RTC a statement and accompanying affidavit certifying that the material was taken from the Contractor’s stock and that the claimed material and transportation costs represent the actual costs to the Contractor. The transfer of title to, or the payment for, the stored material by the RTC shall in no way relieve the Contractor of responsibility for placing the material in accordance with the requirements of the Contract. The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Contractor.

Specifically Purchased for the Work: Payment based on the actual cost of supplies, materials and equipment on hand under this section shall be made by the RTC pursuant to NRS 338.515(2) with or without the paid invoice. “Actual cost” of materials shall be the invoice amount, whether paid or not, and will not include any costs associated with installation, testing, etc. The Contractor shall be entitled to payment of the actual cost of supplies, materials and equipment only if it (1) presents an invoice to the RTC with the progress bill and (2) states in the progress bill that the materials have been delivered and stored in the time and manner specified in the contract between the Contractor and its supplier or subcontractor. If the Contractor fails to comply with those conditions, the RTC may decline payment in accordance with the provisions of NRS 338.525. The RTC expressly reserves the right to withhold retention until the Contractor presents to the RTC a paid invoice, or some other proof satisfactory to the RTC, for the RTC’s use in verifying the accuracy of the actual cost of the supplies, materials or equipment. If the amount paid does not match the actual cost, the RTC shall adjust the amount of retention accordingly. Payment for supplies, materials or equipment on hand does not alter the responsibility of the Contractor for all supplies, materials and equipment until final acceptance of the work. Materials considered “specially made” for this project include:

a) The materials for this project, ACAM devices, CCTV devices, HVAC roof mounted equipment and roofing materials are all common materials.
way relieve the Contractor of responsibility for placing the material in accordance with the requirements of the Contract. The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Contractor.

**Price Adjustment Clause for Materials Experiencing a Drastic Market Change:**
Contractor may request a price adjustment for HVAC equipment that experiences a drastic market change. The RTC must approve the Price Adjustment Clause.

### I. Change Orders

1. The Contractor shall comply with all provisions and requirements required by this document for change order(s), which increase or decrease the contract amount. Contractor represents that change order(s) will include all related costs prior to presentation to the RTC for consideration, retroactive change order(s) will be rejected. Work which is specifically required by the RTC or their representative, and that is in addition to Work required by the Contractor Documents, will be charged against a formal change order executed by both parties. Then the work defined shall commence as directed by the RTC's representative. All Change Order(s) require prior approval by the General Manager, or his designee, or the Governing Board of the RTC.

Change order work to be performed by General Contractor:
The maximum overhead and profit on change order work shall not exceed fifteen percent (15%) for work done by the General Contractor’s own labor forces. General Contractor cannot charge overhead or profit on sales taxes paid.

Change order work to be performed by Sub-Contractor:
If the work is to be performed by the Sub-Contractor, the maximum overhead and profit shall not exceed fifteen (15) percent for all tiers of Sub-Contractor’s; the maximum overhead and profit shall not exceed ten (10) percent for the General Contractor. General Contractor or Sub-Contractor(s) cannot charge overhead or profit on sales taxes paid.

2. **Construction Change Directive**

      (1) Construction Change Directive contains a complete description of change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.

      b) Documentation: The Contractor must maintain detailed records on a time and material basis of work required by the Construction Change Directive.

      (1) After completion of the change, the Contractor must submit to the Project Manager an itemized account and supporting data necessary to
substantiate cost and time adjustment to the Contract.

3. Delays and Extension of Time

The Contractor will be granted an extension of time for any delay on the critical path to completion of any Critical Milestone, based on the latest approved Construction Schedule, arising from acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or wrongful acts of RTC’s occupants of property adjoining the Work Site, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has notified the Construction Manager in writing of the cause or causes of delay within twenty four (24) hours from the beginning of such delay. Time extensions will be considered on a case-by-case basis and submission of such request shall not be construed as agreement or concurrence to this noted extension of time. Such delay shall not be the basis for a claim for additional compensation. For the purposes of this paragraph, weather conditions shall not be deemed unusually severe if they fall within the average number of rain days indicated in the latest edition of U.S. Weather Bureau’s record of Las Vegas.

J. Mutual Termination

1. This Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the provisions contained in Sections GC.3.F (Termination for Convenience) and GC.10.D (Termination for Cause).

K. 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.

L. Records

1. Worker Records
   a) The Contractor and each subcontractor engaged on this project shall:

      (1) Inquire of each worker employed by the Contractor or subcontractor in connection with this public work:

      (a) Whether the worker wishes to specify voluntarily his or her
gender; and

(b) Whether the worker wishes to specify voluntarily his or her ethnicity; and

(2) For each response the Contractor or subcontractor receives pursuant to paragraph (1) above:

(a) If the worker chose voluntarily to specify his or her gender or ethnicity, or bother, record the worker’s responses; and

(b) If the worker declined to specify his or her gender or ethnicity, or both, record that the worker declined to specify such information.

The Contractor or subcontractor shall not compel or coerce a worker to specify his or her gender or ethnicity and shall not penalize or otherwise take any adverse action against a worker who declines to specify his or her gender or ethnicity. Before inquiring as to whether a worker wishes to specify voluntarily his or her gender or ethnicity, the applicable Contractor or subcontractor must inform the worker that such information, if provided, will be open to public inspection.

b) The Contractor must keep an accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection a) above, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection a) above, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver’s license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker.

c) The Contractor must keep an accurate record showing, for each worker employed by the Contractor or subcontractor in connection with the public work who has a driver’s license or identification card:

(1) The name of the worker;
(2) The driver’s license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

d) The records maintained above must be open at all reasonable hours to the inspection of the RTC. The Contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the RTC no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph a) above must be open to public inspection as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph b) above is confidential and not open to public inspection. The records in the possession of the RTC may be discarded by the RTC two years after final payment is made by the RTC.

M. Value Engineering

1. Change Proposals

(a) Submittal by Contractor. The Contractor is encouraged to submit Value Engineering Change Proposals (“VECPs”) for the purpose of enabling the Contractor and RTC to take advantage of potential cost and/or time savings through changes in the requirements of the Contract Documents that do not adversely impact essential characteristics of the Project. The Contractor is encouraged to submit VECPs whenever it identifies potential savings or improvements.

(b) Description of VECPs. A VECP is a proposal developed and documented by the Contractor which:

   (i) would modify or require a change in any of the requirements of, or constraints set forth in the Contract Documents in order to be implemented; and

   (ii) reduces the Contract Price without impairing essential functions or characteristics of the Work, including the meeting of requirements contained in all Government Rules, and without being based solely upon a change in quantities.

(c) Information to be provided. At minimum, the Contractor shall submit the following information with each VECP:

   (i) Description of the existing Contract Document requirement(s) which are involved in the proposed change;

   (ii) Description of the proposed change;

   (iii) Discussion of differences between existing requirement(s) and the proposed change, together with advantages and disadvantages of each
changed item;

(iv) Itemization of the Contract Document requirements which must be changed if the VECP is approved (e.g., drawing numbers and specifications);

(v) Justification for changes in function or characteristics of each item, and effect of the change on the performance of the end item, as well as on the meeting of requirements contained in the Contract Documents.

(vi) Date or time by which a Change Order must be issued by the RTC adopting the VECP in order to obtain the maximum cost reduction, noting any effect on the Guaranteed Project Schedule;

(vii) Costs of development, including changes to the Contract Documents by the Architect/Engineer of Record, and implementation by the Contractor; and

(viii) Cost and/or time estimate for existing Contract Document requirements, compared to the Contractor’s cost and/or time estimate with the proposed changes, including a definitive identification of the net cost and time savings associated with the proposed VECP.

2. Review and Acceptance by RTC

(a) RTC Review. Upon receipt of a VECP from the Contractor, RTC will review and process the VECP expeditiously, but shall not be liable for any delay in acting upon any proposal submitted. The Contractor may withdraw all, or part, of any VECP at any time prior to acceptance by RTC. In all situations, each party shall bear its own costs in connection with preparation and review of VECPs.

(b) Acceptance of VECPs. RTC may, at its sole discretion, approve (in whole or in part) any VECP submitted by issuance of a Change Order. Designs for approved VECPs shall be prepared by the Contractor for incorporation into the Contract Documents. Until a Change Order is issued on a VECP, the Contractor shall remain obligated to perform in accordance with the Contract Documents. If RTC does not act upon a VECP within fifteen (15) days, such failure to act shall be deemed to be a rejection of the VECP.

3. Contract Price Adjustment

(a) Amount. If RTC accepts a VECP submitted by the Contractor pursuant to this Section, the Contract Price shall be reduced by an amount equal to sixty percent (60%) of the estimated net savings, as defined below.

(b) Definition. The term “estimated net savings” as used herein means (1) the difference between the cost of performing the Work according to the Contract Documents and the actual cost to perform it according to the proposed change, less (2) any additional costs incurred by RTC resulting from implementation of the VECP. The Contractor’s profit shall not be considered part of the cost.
(c) Limitation. Except as specified herein, the Contractor is not entitled to share in either collateral or future Contract savings. The term “collateral savings” means those measurable net reductions in RTC’s costs resulting from the VECP, including maintenance costs and the cost of RTC furnished equipment. The term “future Contract savings” means reductions in the cost of performance of future construction contracts for essentially the same item resulting from a VECP submitted by the Contractor.

(d) When Payable. The Contractor’s share of any VECP cost savings shall be payable at such time as payments would have been made for the Work which is the subject of the VECP had the VECP not been implemented.

GC.5 COMPLETION OF THE PROJECT

A. Substantial Completion of the Project
When the Contractor considers the Work or portion thereof has reached Substantial Completion, the Contractor shall so inform the RTC. The RTC shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Contractor.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the RTC will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the RTC and Contractor for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Contractor to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the RTC and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

In the event the Contractor is unwilling to provide written acceptance of the Certificate of Substantial Completion, the RTC shall issue the Certificate without the Contractor's signature, and (i) the Contractor shall immediately comply with the provisions of the Certificate, and any dispute involving the Contractor's unwillingness to provide written acceptance shall be resolved in accordance with Section GC.12 (Disputes Between Parties). In such event, the RTC may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

B. Use of Completed Portions of Work
Whenever, as determined by RTC, any portion of Work performed by the Contractor in a condition suitable for use, RTC may initiate a Certificated of Substantial Completion for that portion and take possession of or use such portion.

Such use by RTC will in no case be construed as constituting final acceptance, and will neither relieve Contractor of any of its responsibilities under the Contract, not act as a waiver by RTC of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of
remaining portions of Work, Contractor shall be entitled to an equitable adjustment.

If, as a result of Contractor’s failure to comply with the provisions of the Contract, such use provides to be unsatisfactory to RTC, RTC shall have the right to continue such use until such portion of Work can, without injury to RTC, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment as necessary for such work to comply with Contract; provided that the period of such operation or use pending completion of appropriate remedial action will not exceed 12 months unless otherwise mutually agreed upon in writing between the parties.

Contractor shall not use any permanently installed equipment unless such use is approved by RTC in writing. Where Contractor’s written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of the RTC. If RTC furnished an operator for such equipment, such operator’s services will be performed under the complete direction and control of the Contractor and shall be considered Contractor’s employee for all purposes other than the payment of such operator’s wages, worker’s compensation or other benefits paid directly or indirectly by RTC.

C. Punch List
   The Contractor shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Contractor fails to satisfactorily complete or correct the punch list items, such failure shall constitute a breach of this Agreement and the RTC shall have the option to invoke any of the remedies provided for under Section GC.10 (Breach of Contract and Remedies).

   The time stated for completion of punch list items shall include final clean-up of the Work site.

D. Final Inspection and Acceptance of Work
   When the Contractor considers the Work is complete, the Contractor shall so notify the RTC in writing. If, after inspection and testing, the RTC determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the RTC shall inform the Contractor that application for final payment may be made. The Contract shall not be considered to be fully performed until the Contractor provides the RTC with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

E. Final Payment
   Provided the Contract has been fully performed pursuant to Section GC.5.C (Final Inspection and Final Acceptance of the Work) of the Contract, the Contractor shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the RTC by the Contractor of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the RTC and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release the Contractor from any
obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

F. **Commencement of Warranties**

All warranties, guarantees and other applicable time periods designated in the Contract Documents shall commence on the date of the Certificate of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion. The RTC, upon written request, may approve other commencement dates for systems, equipment, or other specific items of work.

G. **Release of Retention**

After the Contractor has completed the punch list and submitted the Final Record Documents to the RTC and all applicable governmental authorities’ satisfaction, the Contractor may request payment for the “Release of Retention”.

If there are estimated Liquidated Damages due the RTC, from any Liquidated Damage clause in the Contract, this amount may be withheld from the payment of the “Release of Retention” to the Contractor until such time that the actual Liquidated Damages are determined. At this time the RTC will pay the balance, if any, due to the Contractor.

H. **Non-Conforming Work not Accepted**

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the RTC shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

**GC.6 LIQUIDATED DAMAGES AND DELAY DAMAGES**

A. **RTC’s Recovery of Liquidated Damages**

The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section GC.4.D (Contract Time), or any separable part thereof, of the RTC-Contractor Agreement of the Contract, the Contractor further acknowledges that the RTC will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the RTC and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the RTC if the Contractor fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 7 of the RTC-Contractor Agreement is a reasonable estimate of the damages to be suffered by the RTC.

The Contractor agrees to pay the RTC Liquidated Damages for each day that the Work exceeds the completion deadline until the Contractor reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the RTC in completing the Work. Liquidated Damages shall be in addition to any
other remedies that may be available to the RTC. By executing the RTC-Contractor Agreement, the Contractor agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the RTC permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the RTC of any of its rights or remedies under the Contract.

The RTC’s right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section GC.12.B (Arbitration) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and arbitration procedures set forth in that Section.

B. ADA Non-Compliance Damages
Facilities and equipment must be manufactured and installed to be ADA accessible and compliant, or Contractor will be responsible for costs associated with the retrofit to make ADA accessible and compliant. This clause and Contractor’s indemnity of the RTC survives term of the contract.

C. Delay Damages
The Contractor shall not make any claim against the RTC for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Contractor may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

1. Delays caused by the RTC’s malicious or grossly negligent conduct, or the RTC’s willful and knowing delay to the Substantial Completion of the Work,
2. Delays whose assumption of the risk by the Contractor was not within the contemplation of the parties at the time the parties entered into the Contract, or
3. Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the RTC.

If any of the exceptions set forth in 1 through 3 above are determined by the RTC to be applicable, the RTC may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work at its sole discretion. The RTC shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Contractor.

Without limiting the following possible circumstances as being within the contemplation of the parties at the time that the parties entered into the Contract, if any of the following circumstances shall occur:
1. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,

2. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,

3. Unmarked utilities or utility interferences,

4. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,

5. Acts or omissions of the RTC and other governmental authorities acting in their role as code and regulation enforcement regulators,

6. Acts or omissions of contractors, subcontractors, suppliers and material manufacturers involved in the Work,

7. Acts, omissions and coordination of other contractors regardless of the event location or contractual relationship between the parties, unless such contractors are under the direction or control of the RTC, or under the direction or control of a general contractor of the RTC, or

8. Discovery of hazardous substances or substances suspected of being hazardous,

then the Contractor may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work provided the delay to the Work at the sole discretion of the RTC.

This Section shall apply to any claim described as a “disruption,” “acceleration,” “suspension,” “schedule change,” “impact to the progress of the Work” or some other term avoiding use of the term “delay.”

**GC.7 BONDING REQUIREMENTS**

**A. Required Bonds**

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds:

1. Performance Bond insuring performance of all of the obligations of the Contactor as required by the Contract in the amount of 100% of the Contract Amount.

2. Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the Contractor in the amount of 100% of the Contract
3. Guaranty Bond insuring the payment of the claims of laborers, mechanics, or material men for work performed or materials provided in the amount of 100% of the Contract Amount.

B. Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the RTC. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

C. Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under GC.7.B (Acceptable Surety) of the Contract, the RTC may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the RTC, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the RTC to any of the remedies set forth in Section GC.10 (Breach of Contract and Remedies) of the Contract.

GC.8 INSURANCE REQUIREMENTS

A. In General

The Contractor shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

1. Commercial General Liability Insurance

The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a
minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the specific written approval of the RTC.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance. The coverage shall be primary and non-contributory. General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.

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.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: $1,000,000 per occurrence
$2,000,000 aggregate
Policy Period: Annual Policy
Named Insured: Contractor
Additional Insured Parties: Regional Transportation Commission of Southern Nevada (its officers, employees and agents)
Aggregate per Project Endorsement

2. Automobile Liability Insurance
The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles (Symbols 2, 8 and 9) used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: $1,000,000 combined single limit
Policy Period: Annual Policy
Named Insured: Contractor
3. **Workers’ Compensation and Employer’s Liability Insurance**

The Contractor shall provide Worker’s Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death).

- **Policy Period:** Annual Policy
- **Named Insured:** Contractor

The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

- **Scope of Coverage:** Non-Project Specific
- **Type of Coverage:** Occurrence Basis
- **Amount of Coverage:**
  - $1,000,000 bodily injury by accident
  - $1,000,000 bodily injury by disease
  - $1,000,000 policy limit

- **Policy Period:** Annual Policy
- **Named Insured:** Contractor

4. **Umbrella/Excess Liability**

The Contractor shall provide Umbrella/Excess Liability insurance limits as follows:

- For contract amount under $5,000,000: At least $1,000,000 limit
- For contract amount from $5,000,000 to $25,000,000: At least $5,000,000 limit
- For contract amount from over $25,000,000 to $50,000,000: At least $10,000,000 limit
- For contract amount over $50,000,000: At least $10,000,000 limit

5. **Builder’s Risk Insurance**

RTC-Owned Property: During the term of this Contract, RTC will provide Builder’s Risk/Course of Construction insurance, insuring on an “all risk” basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the RTC, Contracts and their subcontracts of any tier providing equipment, materials, or services for the project. Coverage is as follows:

- **Insured:** Regional Transportation Commission of Southern Nevada, its Contractors and Subcontractors of any tier, 600 South Grand Central Parkway, Las Vegas, Nevada 89106.

- **Deductibles:**
  Each loss shall be adjusted separately for any one insured Project and any one occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:
a) In respect of losses arising from all other insured perils: $25,000 per occurrence.
b) In respect of losses arising from the peril of volcanic eruption, landslide or mine subsidence: $500,000 per occurrence.

Contractor will be responsible for the deductible amounts, per each occurrence, as show above, or as adjusted by the Regional Transportation Commission of Southern Nevada’s Builders Risk policy from year to year. The RTC will make every attempt to maintain the deductibles from year to year, but the Contractor will be responsible for the deductibles as they are negotiated. The RTC will give the Contractor 30 calendar days’ notice of any change in the existing deductibles. The Contractor shall have the right, upon notice of an increase in the deductibles as shown, to justify a change order to help compensate the Contractor for costs associated with an increase in deductibles as shown.

It is the Contractor’s responsibility to be familiar with the current coverages described in this Section.

The Contractor shall immediately report any incident or claim, no later than 24 hours after occurrence, against any insurance furnished by the RTC, to the RTC’s Project Manager in writing of details of the incident.

The Contractor shall, at the same time, forward to the RTC’s Purchasing Representative and RTC’s insurance agent as specified above. The Contractor shall provide any and all documentation relative to loss and damage via delivery receipts, bills of lading, material invoices, acknowledgement forms, etc.

In the event of a claim, the Contractor shall meet with the RTC to determine the quantities of replacement materials and/or equipment. The Contractor shall be responsible for the reordering of all items upon direction of the RTC’s Project Manager. RTC’s payment for these materials and equipment shall not be made until deliver to the job site. The payment(s) are subject to the deductible amount as identified within this Section.

The RTC reserves the right to require the Contractor furnish the contractor’s actual insurance policies for examination by the RTC.

6. Asbestos Liability Insurance
The Contractor shall provide and maintain Asbestos Liability Insurance insuring against claims for bodily injury (including wrongful death) and property resulting from the presence or removal of asbestos on the Project Site. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

7. Installation Floater Insurance
The Contractor shall provide and maintain Installation Floater Insurance insuring against damage or destruction of the materials or equipment in transit to, or stored on
or off the Project Site which is to be used in the Work. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

Scope of Coverage: Non-Project Specific  
Type of Coverage: Occurrence Basis  
Amount of Coverage: TBD  
Policy Period: Effective until final completion of the Project  
Named Insured: Contractor  
Additional Insured Parties: Regional Transportation Commission of Southern Nevada (its officers, employees and agents)

B. Acceptable Insurance Company
The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the RTC. Each insurance company’s rating as shown in the latest Best’s Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

C. Premiums, Deductibles and Self-Insured Retentions
The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section GC.8. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $25,000 in the Contractor insurance must be declared and approved in writing by RTC.

D. Certificate of Insurance
The Contractor will email to certcontrol@instracking.com (and a copy to _____@rtcsnv.com) a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section GC.8. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the RTC.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section GC.8 shall be provided to the RTC if so requested.

E. Renewal Policies
The Contractor shall promptly deliver to certcontrol@instracking.com (and a copy to _____@rtcsnv.com) a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the RTC not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium.
thereof.

F. Cancellation and Modification of Insurance Coverages
The Contractor shall be responsible to immediately notify certcontrol@instracking.com (and a copy to ____@rtcnev.com) in writing of any changes or cancelations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

G. No Recourse
There shall be no recourse against RTC for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

H. Endorsements and Waivers
All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents should be primary and non-contributory.

2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

I. Failure to Provide or Maintain Insurance Coverages
The Contractor’s failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the RTC may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the RTC may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the RTC in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

GC.9 INDEMNITY

A. General Indemnity
The Contractor agrees to protect, defend, indemnify and hold the RTC, its officers, employees, authorized representatives and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Contractor or any subcontractor. Without limiting the generality of the foregoing, any and all such claims,
relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

The Contractor agrees to indemnify, defend and hold harmless the RTC, including its officers, employees, authorized representatives and agents from any and all claims by Contractor’s employees or its subcontractors’ employees, for work-related injuries arising out of the performance of the Contract.

B. Patent Indemnity

The Contractor should advise the RTC of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any equipment, or any part thereof, furnished under a contract resulting from this Contract, constitutes an infringement of any patent; and, the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

GC.10 BREACH OF CONTRACT AND REMEDIES

A. Definition of Breach
If, during the existence of the Contract, the Contractor:

1. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section GC.2.Q (Payment of Subcontractors and Other Parties) of the Contract;

2. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section GC.4.A (Notice to Proceed) of the Contract;

3. Fails to diligently prosecute the Work as required by Section GC.4.B (Guaranteed Project Schedule) or Section GC.4.C (Progress of Work) of the Contract;

4. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section GC.4.C (Progress of Work) of the Contract;

5. Fails to complete the Work within the Contract Time as required by Section GC.4.D (Contract Time) of the Contract;
6. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section GC.5.C (Punch List) of the Contract;

7. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections GC.7 (Required Bonds) and GC.8 (Required Insurance) of the Contract;

8. Fails to pay third party claims as required by Section GC.9.A (General Indemnity) of the Contract;

9. Fails to maintain licensure by the Nevada State Contractor's Board as required by Section GC.11.A (General Warranty) of the Contract;

10. Fails to promptly remedy the Work not in conformance with the Contract as required by Section GC.11.C (Warranty Work Conforms with Requirements of the Contract);

11. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section GC.13.A (General) of the Contract;

12. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the RTC or the State Labor Commissioner’s Office as required by Section GC.13.B (Compliance with Labor Laws) of the Contract;

13. Fails to maintain solvency, allows a judgment to stand against the Contractor for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency; or

14. Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breach of the contract which if unremedied may constitute an Event of Default as described in Section GC.10.B (Event of Default).

B. Event of Default
The Contractor and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section GC.10.A (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the Contractor or Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the RTC may declare that an “Event of Default” has occurred and the RTC may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section GC.10.
(Breach of Contract and Remedies) of the Contract.

C. Damages
Except for those breaches which are subject to Liquidated Damages set forth in Section GC.6.A (RTC’s Recovery of Liquidated Damages), if the Contractor fails to cure any Event of Default under this Agreement within the time provided in Section GC.10.8 (Event of Default), the RTC shall be entitled to damages resulting there from.

D. Termination for Cause
Upon the occurrence of an Event of Default, the RTC may terminate the Contract which shall take effect immediately upon service of the notice on the Contractor and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the RTC may do any and all of the following:

1. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

2. Accept the assignment of the Contractor’s subcontracts pursuant to this Contract (Contingent assignment of subcontracts to RTC if Contract is terminated); and

3. Finish the Work by whatever method deemed expedient by the RTC.

The Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the RTC. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the RTC through the default of the Contractor, the excess shall be paid to the Contractor. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Contractor and the Surety under the Performance Bond shall pay the difference to the RTC.

E. RTC’s Right to Carry out the Work
If the Contractor fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section GC.10.B (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the RTC may, without prejudice to any other right or remedy available to the RTC, and without terminating the Contract and relieving the Contractor from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the RTC’s personnel).

If the RTC discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the RTC may proceed with the corrective action without having to provide any additional notice to the Contractor.
If, after expiration of the seven-day notice period required pursuant to Section GC.10.B (Event of Default) of the Contract, the Contractor proceeds to correct the breach and the RTC has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from contractors which cannot be canceled without the RTC incurring costs to the contractor, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Contractor shall pay the RTC for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section GC.10.B (Event of Default) of the Contract, the RTC decides not to take any action to correct the breach or fails in the effort to correct the breach, the Contractor remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the RTC shall be entitled to deduct from any payments then or thereafter due the Contractor (including the direct and indirect costs of using the RTC's personnel). If payments then or thereafter due the Contractor are not sufficient to cover the incurred expenses, the Contractor shall pay the difference to the RTC.

F. Deduction from Progress Payments
For each and every breach set forth in Section GC.10.A (Definition of Breach) of the Contract, the RTC may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the RTC, may be necessary to protect the RTC from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the RTC, the RTC may withhold from any requested progress payment such sum as may be necessary to protect the RTC from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section GC.6.A (RTC’s Recovery of Liquidated Damages) of the Contract which the RTC anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the RTC and the Contractor concerning the request for payment, the Contractor may submit a revised application for certification. The RTC shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the RTC has determined that the amount paid exceeds the percentage of completion of the Work, the Work cannot be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Contractor remedies the failure for which payment has been withheld, and the RTC verifies such correction, then the withheld money shall be included with the payment of the next application.

G. Rights and Remedies are Cumulative
Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**GC.11 REPRESENTATIONS AND WARRANTIES**

**A. General Warranty**

The Contractor hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Contractors Board of the State of Nevada in order to perform the Contract.

**B. Warranty of Merchantability and Fitness for Particular Purpose**

The Contractor warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

**C. Warranty Work Conforms with Requirements of the Contract**

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Contractor warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects, latent defects and deficiencies in design, supplies, equipment, materials and workmanship (unless furnished by the RTC) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Contractor or by any of its Subcontractors of any tier. Upon receipt of written notice from the RTC of any non-conformance to the Contract during the applicable warranty period, the Contractor shall promptly correct the affected non-conformance at a time acceptable to the RTC.

The Contractor shall perform such tests as the RTC may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the Contractor. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the RTC. The Contractor warrants any corrected Work to be in conformance with the Contract for a period of 36 months from the date of acceptance thereof. If the Contractor fails to promptly make the necessary corrections and tests, the RTC may perform or cause to be performed the same at the Contractor's expense. The Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.
Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the RTC.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract other than specifically to correct the Work then known by the RTC to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the RTC).

D. Warranty Exclusions Prohibited

The RTC will not accept any warranty clause from the Contractor, Subcontractor or manufacturer that states:

1. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;

2. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the RTC as well as from the Contractor to the RTC if the manufactured product is sold directly to the Contractor.

GC.12 DISPUTES BETWEEN PARTIES

A. Preliminary Resolution

Any claim, dispute or other question that may arise between the RTC and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. Notice shall be given within 14 days of such claim, dispute or other question arising under the Contract.

If the Contractor disagrees with the RTC’s Project Manager’s decision as referenced in Section GC.14.A, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the RTC’s Project Manager has not recognized as extra work, the Contractor shall notify the RTC’s Project Manager, in writing, of its intention to make claim. Claims pertaining to decisions based on Contract interpretation or such other determinations by the RTC’s Project Manager shall be filed in writing to the RTC’s Project Manager within five business days of receipt of such decision. Failure to file a claim, in writing, within 15 business days from the date of occurrence, or from the receipt of the RTC’s Project Manager’s decision will waive the contractor’s right to a Claim. All other claims notices for extra Work shall be filed in writing to the RTC’s Project Manager prior to the commencement of such Work. Written notice must use the words “Notice of Potential Claim”. Such Notice of Potential Claim must state the circumstances and all reasons for the claim, but need not state the amount.
CONTRACT NO. 17-031 CON-1
RTC SECURITY IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT
PWP NO. CL-2019-258
EXHIBIT C – GENERAL CONDITIONS

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, change work or other situation which, had proper notice been given, would have given rise to a right for additional compensation. The Contractor should understand that timely Notice of Potential Claim is of great importance to the RTC’s Project Manager and the RTC, and is not merely a formality. Such notice allows the RTC to consider preventative action, to monitor the contractor’s increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor and the fact that the RTC’s Project Manager has kept account of the cost as aforesaid, will not in any way be construed as proving the validity of the claim.

In proceeding with a disputed portion of the Work, the Contractor shall keep accurate and complete records of its costs and shall make available to the Project Manager a daily summary of the hours and classifications of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used which shall be signed by the RTC’s Project Manager and Contractor daily. Such information shall be submitted to the RTC’s Project Manager on a weekly or daily basis as determined by the RTC’s Project Manager, receipt of which shall not be construed as an authorization for or acceptance of the disputed Work.

Within 30 calendar days after the last cost of work for which the contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than 30 calendar days, then within 15 calendar days after the 30th day and every month thereafter, the Contractor shall submit to the RTC’s Project Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail. Should the RTC’s Project Manager be dissatisfied with format or detail of presentation, and upon request for more or different information, the contractor will promptly comply to the satisfaction of the RTC’s Project Manager. If the additional costs are in any respect not knowable with certainty, they will be estimated as best be done. In case the claim is found to be just, it will be allowed and paid for as provided in GC.15.K (Contract Modification).

The RTC’s Project Manager may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the RTC’s Project Manager.

The Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract pending resolution of the claim, dispute or other matter in question between the parties. If the dispute is not satisfactorily resolved within 30 days, either party may request arbitration in accordance with Section GC.12.B (Arbitration) of the Contract.

B. Arbitration

1. Right of Arbitration

Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties and, in the case of the Contractor, which has not been waived by the acceptance of final payment, shall be submitted to and be determined by arbitration in the manner set forth in this Section. As a prerequisite to the exercise of this right, the party seeking
arbitration shall have notified the other party pursuant to Subsections 5 and 6 of this Section.

2. **Designation of Arbitrators**
   Within the notice provided pursuant to Subsection 6 of this Section, the party seeking arbitration shall appoint an arbitrator. Within 10 days after receipt of such notice, the party receiving the notice shall appoint, by serving written notice upon the party seeking arbitration, a second arbitrator, and, in the event of a default in the second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint him or her by written notice, signed by both of them given to the RTC and the Contractor. If 15 days have elapsed after the appointment of the second arbitrator without the appointment of a third arbitrator, then either party may, in writing, request the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the arbitrators shall meet without delay and proceed to a determination of the claim, dispute or other matter in question between the parties in accordance with the construction industry rules of the Arbitration Association.

3. **Arbitration Costs and Attorney’s Fees**
   The fees and expenses of the arbitration proceedings shall be assessed equally against both parties. Each party is responsible for their own costs, expenses, witness fees and counsel fees incurred in the presentation or defense of the claim, dispute or other question that may arise between the parties.

   In lieu of the appointment of three, the parties may agree to the appointment of only one arbitrator for the purpose of conducting the arbitration.

4. **Right of Joinder**
   In the event that the RTC is named as a party to any arbitration action or commences an arbitration action against a party other than the Contractor, which arises out of, results from, or is connected with, the construction of the Work, or the performance of the Contractor under this Contract, the Contractor agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting there from. Any joinder of the Contractor is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association. None of the time provisions imposed under subsections d and e apply to the joinder rights provided herein in such a way as to preclude the RTC from joining the Contractor as a party to any arbitration proceedings which the RTC commences or is named as a party and which arises out of, or results from, the construction of the Project.

   If the Contractor is named as an additional party by the RTC, the Contractor shall not be entitled to any additional compensation from the RTC as a result of preparing for, or participating in, the arbitration.

5. **Notice of Claim**
In order for the Contractor to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the RTC within 14 calendar days after occurrence of the event giving rise to such claim, dispute or other matter between the parties. The purpose of such notification is to place the RTC on notice so that proper measures can be taken by the RTC to properly observe and record the progress of the Work, and any impact that the claim, dispute or other matter may have thereon, and to enable the RTC to properly verify any costs incurred by the Contractor in connection therewith. The failure to give such notice shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

6. **Notice of Arbitration**
   The filing of the written notice pursuant to Subsection 5 of this Section shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration.

   In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party, and with the Nevada Arbitration Association, within 60 calendar days after the Date of Substantial Completion and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

7. **Discovery**
   In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have the authority to impose sanctions against either party for failing to comply with the rules of discovery as provided under the Nevada Rules of Civil Procedure.

8. **Summary Procedure**
   In lieu of discovery rights set forth in Subsection 7, the RTC may elect to proceed pursuant to the summary arbitration proceeding set forth herein. Notice of such election shall be provided by the RTC to the Contractor within 30 days after the appointment of the final arbitrator pursuant to subsection b of this Section.

   In the event of such an election, the parties shall agree upon a date for the presentation of the Contractor’s claim which date or dates shall be acceptable to the arbitrators. At such hearing, the Contractor shall present such testimony and documents in support of its claim against the RTC. Upon the conclusion of the Contractor’s presentation, the matter shall be continued for not less than 30 calendar days but no more than 60 calendar days to allow the RTC to prepare its response to the claim of the Contractor. At the conclusion of the RTC’s presentation, the Contractor shall proceed with any rebuttal testimony or documentary evidence in response to the RTC’s defense, and the RTC shall at the same hearing proceed with any reply to the rebuttal by the Contractor.

9. **Work to Proceed**
   The Contractor shall proceed with the Work during any pending arbitration, court or
other dispute proceedings, unless otherwise mutually agreed upon in writing. Arbitration conducted in accordance with this provision shall take place in Clark County, Nevada.

10. **Substitution of Arbitration Association**

   In the event that the Nevada Arbitration Association refuses, or is unable, to perform any of the obligations imposed under this Section, the RTC shall designate a substitute arbitration association to carry out the duties of the Nevada Arbitration Association.

C. **Alternate Dispute Resolution**

   1. If a dispute arising between the RTC and the Contractor cannot otherwise be settled, the use of a method of alternate dispute resolution before initiation of a judicial action is required.

**GC.13 COMPLIANCE WITH THE LAWS**

A. **General**

   The Contractor and all Subcontractors shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, NRS 338, NRS 339, NRS 624 and NAC 624, labor, the Federal Occupational Health and Safety Act and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

B. **Compliance with Labor Laws**

   1. **Prevailing Wage Rate Law**

      The Contractor and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

      a) **Prevailing Wage Rates**

         For public work projects whose cost is $250,000 or more, the Contractor hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the Contractor or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive. The Contractor is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner, as specified on its website: [www.laborcommissioner.com](http://www.laborcommissioner.com) or by calling (702) 486-2795. The wage rates that are applicable are those as specified on the Bid Opening date and remain in effect for the duration of the Project. Any Change Order causing a contract to equal or exceed $100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor
Commissioner for the entire Contract period. Any Work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the RTC.

In accordance with NRS Chapter 338, the Contractor shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the RTC or the State Labor Commissioner.

b) **Subcontractor List**
   In accordance with NRS 338.013.3, the Contractor shall report to the Labor Commissioner and the RTC the name and address of each Subcontractor performing work on the Project within ten days after the Subcontractor commences work on the Project and the identifying (PWP) number for the Work.

c) **Certified Payroll Reports**
   Pursuant to NRS Chapter 338, any public work contract awarded for $250,000 or more, the Contractor and each Subcontractor are required to keep an accurate record showing the name, occupation and the actual per diem wages and benefits paid to each workman employed by them in connection with the Work. These records are referred to as the “certified payroll reports.”

   The Contractor, and each Subcontractor through the Contractor, is required to submit a copy of the certified payroll reports for each calendar month to the RTC no later than 15 calendar days after the end of the month. The Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project.

   The Contractor shall not withhold from a Subcontractor the sums necessary to cover any penalties withheld from the Contractor by the RTC because the Contractor failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to the Contractor within ten calendar days after the end of the month or the agreed upon by the contractor and Subcontractor. The Contractor shall submit the RTC’s copy of its certified payroll and the certified payroll of each of the Subcontractors performing the Work of the Project to the RTC’s Project Manager. The RTC’s Project Manager may be contacted to view the reports.

   The Contractor agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

   Certified Payroll Reports will be available for public viewing upon request to the RTC’s Project Manager.
d) **Penalties**

In accordance with NRS 338.060, the Contractor shall forfeit the penalty provided herein to the RTC for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Contractor or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the RTC, (iii) the Contractor or Subcontractor did not report to the RTC as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Contractor shall forfeit the penalty set forth in each violated subsection.

The Contractor hereby stipulates that the RTC may withhold not less than $20.00, nor more than $50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Contractor’s business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to $1,000 for the first violation and $5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Contractor or Subcontractor is determined by the RTC to have violated the provisions of this Section, the RTC may deduct from any payments due the Contractor, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Contractor, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

2. **Federal Wage Rates**

The Contractor shall comply with the Federal Wage Rates attached (Exhibit C to the RTC-Contractor Agreement and incorporated herein as a part hereof) which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State of Nevada Prevailing Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate.

3. **Federal Conditions**

The Contractor shall comply with the Federal Conditions attached (Exhibit D to the RTC-Contractor Agreement and incorporated herein as a part hereof) which are applicable to the Contract.

4. **Copeland Anti-Kickback Law**
The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

### 5. Fair Employment Law

The Contractor shall comply with the fair employment provisions of NRS 338.125. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by the Contractor shall constitute a material breach of the Contract.

If the Contractor or any of its Subcontractors refuse to hire or do business with an individual or company in violation of this provision, the RTC may declare the Contractor in breach of the Contract, and the RTC may terminate the Contract and designate the Contractor as not responsible for purposes of bidding future public work projects.

### 6. Preferential Employment

The Contractor shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Contractor engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

### C. Compliance with Americans with Disabilities Act

The Work shall comply with the (ADA) as amended to date. The Contractor shall construct the Work in compliance with the Americans with Disabilities Act and the rules and regulations promulgated there under and shall immediately notify the RTC of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated there under.

### D. Compliance with Immigration Reform Control Act of 1986 Air Pollution Control

In accordance with the Immigration Reform and Control Act of 1986, the Contractor shall not employ unauthorized aliens in the performance of the Contract.
E. **Air Pollution Control**

Prior to commencing the Work, the Contractor shall obtain a permit from the Clark County Department of Air Quality and Environmental Management.

The Contractor shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following:

1. Nevada Revised Statute 445: Air Quality Regulation
2. Adhering to all Clark County Department of Air Quality and Environmental regulations

The Contractor shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the RTC.

The Clark County Department of Air Quality Management’s Air Pollution Control Regulations Regulation 94, Section 94 Handbook, and those Best Management Practices (BMPs) described therein are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities defined in Section 94.2 of these regulations, the Contractor shall obtain a Dust Control Permit from the Clark County Department of Air Quality and Environmental Management. As applicant, the Contractor is responsible for insuring that all contractors, subcontractors, and all other persons abide by the conditions of the permit. As applicant the Contractor is further responsible for supplying complete copies of the Dust control Permit and Dust Mitigation Plan.

In accordance with Section 94.4.11 of these regulations, if at any time the contractor’s operations cause more than 50 acres of disturbed soil to exist, the Contractor shall cause to have in place a person (dust control Monitor) with full authority to ensure that dust control measures are implemented, including inspections, record keeping, deployment of resources and shut-down or modification of construction activities, as needed.

Throughout the project area and for the duration of the Project, all disturbed soil must be maintained to minimize wind erosion and particulate emissions. Best Available Control Measures (BACM) are required 24 hours a day, seven days a week, whether or not there is current construction activity on site. When any part of the Project area is inactive for a period of 30 days or longer, long term stabilization must be implemented within ten calendar days following the cessation of active operations in that area. As permit holder, the Contractor shall notify the Clark County Department of Air Quality and Environmental Management in writing within ten days following the cessation of active operations on all or a part of the Project area.
The Contractor’s superintendent or other designated on-site representative, water truck drivers and water pull drivers on the Project shall be required to have successfully completed a Clark County Department of Air Quality and Environmental Management Dust Control Class.

As permit holder, the Contractor shall keep records of construction site self-inspections for the Project duration in accordance with Section 94.8.1.

Measurement and payment for Dust Control will be per lump sum for all work required to comply with Section 94 requirements, including but not limited to permit fees, plan preparation, required signage, monies paid to Subcontractor, provision of dust control monitor(s), shut-down expenses caused by violations of this regulation, monetary penalties or sanctions resulting from violations of this regulation, record keeping, training, long-term stabilization due to cessations of the Work more than 30 days, and all labor, equipment, and materials required to employ BACM as set forth in the Section 94 Handbook to prevent particulate matter from becoming airborne.

F. Storm Water Pollution
The Contractor shall perform its Work so as to not discharge polluted storm water runoff into the waters of the United States, including municipal separate storm sewer systems (MS4s) in violation of the laws, rules, and regulations of all federal, state and local water pollution requirements.

Contractor shall:

a) Comply with the provisions of Nevada Revised Statutes, Chapter 445A, Water Pollution Control.

b) Adhere to all Federal regulations under 40 CFR 122.26(b)(14).

c) All information and forms pertaining to Nevada’s Storm Water Permitting Program can be found on the following website: http://ndep.nv.gov/bwpc/storm01.htm

The state and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the contractor shall submit a Notice of Intent (NOI) to the Nevada division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI, and must remain on the Project site and be updated as necessary for the duration of the Project. As applicant, the contractor is responsible for insuring that all contractors, Subcontractors, and all other persons abide by the conditions of the permit. As applicant, the Contractor is further responsible for supplying complete copies of the NOI and SWPPP to all Project Subcontractors.

Any contracts between the Contractor and applicable Subcontractors must provide a monetary allowance for any storm water pollution control BMPs specified in the SWPPP.

The Contractor shall cause to have in place a qualified person with full authority to ensure
that storm water control measures are implemented, including inspections, record keeping, deployment of resources, and shut-down or modification of construction activities as needed.

Throughout the Project area and the duration of the Project, all BMPs must be maintained to minimize erosion and prevent discharge of pollutants from the site. BMPs are required 24 hours a day, seven days a week, whether or not there is current construction activity on site.

As permit holder, the Contractor shall keep records of construction sit inspections for up to three years after completion of the Work.

The cost of all shut-down expenses, monetary penalties or sanctions resulting from violations of this regulation shall be the sole responsibility of the Contractor.

Measurement and payment for Storm Water Pollution Control shall be per lump sum for all Work required to comply with all state and federal regulations, including but not limited to permit fees, plan preparation, required signage, monies paid to Subcontractors, provision of storm water control monitor, record keeping, training, long-term stabilization, and all labor, equipment, and materials required to employ BMP’s as set forth in state and federal regulations to prevent pollutants from entering MS4s and the waters of the United States.

G. Fire Prevention

The Contractor shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Contractor to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

H. Non-Discrimination

The RTC is committed to promoting full and equal business opportunity for all persons doing business with the RTC. The Contractor acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if they or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, the RTC may declare the Contractor in breach of the Contract, terminate the Contract, and designate the Contractor has non-responsible for future Projects.

I. Bidder’s Preference Records (for 100% locally funded projects only which exceed $250,000.00)
In compliance with NRS 338, if the Contractor was awarded the Contract pursuant to receiving a preference in bidding:

1. Within 2 hours after the completion of the opening of the bids by the local government, the Bidder submitted to the RTC a signed affidavit which certified that, for the duration of the project, collectively, and not on any specific day (Local Certification):
   a) At least **50%** of the workers employed on the public work, including any employees of the Bidder and of any subcontractor engaged on the public work, will hold a valid driver’s license or identification card issued by the Department of Motor Vehicles of the State of Nevada;
   b) All vehicles used primarily for the public work will be:
      1. Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826, or
      2. Registered in Nevada;
   c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727, at least **50%** of the design professionals working on the public work, including, without limitation, any employees of the Bidder and of any subcontractor or consultant engaged in the design of the public work, will have a valid driver’s license or identification card issued by the Department of Motor Vehicles of the State of Nevada; and
   d) The Contractor and any subcontractor engaged on the public work will maintain and make available for inspection within Nevada its records concerning payroll relating to the public work.

Failure to comply with any requirement of a through d (Local Certification) above entitles the public body to a penalty specified below.

2. During the contract period, a person who submitted a bid on the public work or an entity who believes that an awarded Bidder has obtained a preference in bidding, but has failed to comply with the Local Certification requirements may file before the substantial completion of the public work, a written objection with the FTC for the Bidder performing the public work. The written objection must set forth the proof or substantiating evidence to support the belief of the person or entity that the awarded Bidder has failed to comply with the Local Certification requirements.

3. If the RTC receives a written objection pursuant to Paragraph 2 above, the RTC will determine whether the objection is accompanied by the proof or substantiating evidence required.
   a) If the RTC determines that the objection is not accompanied by the required proof or substantiating evidence, the RTC will dismiss the objection.
   b) If the RTC determines that the objection is accompanied by the required proof or substantiating evidence or if the RTC determines on its own initiative that proof or substantiating evidence of a failure to comply with Local Certification requirements exists, the RTC will determine whether the Bidder has failed to comply with Local Certification requirements and the RTC may proceed to award
the contract accordingly or, if the contract has already been awarded, seek the remedy authorized below in Paragraph 4 below.

4. The RTC may recover by civil action against the party responsible for a failure to comply with a requirement of Local Certification, a penalty as described below for a failure to comply with Local Certification requirements above. If the RTC recovers a penalty pursuant to the preference of bidding, the RTC will report to the State Contractor’s Board the date of the failure to comply, the name of the entity which failed to comply and the cost of the contract to which the entity that failed to comply was a party. The Board will maintain that information for not less than 6 years, and will provide that information to any public body or its authorized representative.

5. If the Contractor submitted the affidavit described as Local Certification requirements above and received a preference in bidding and was awarded the contract as a result of that preference, the contract between the Contractor and the public body, each contract between the Contractor and a subcontractor, and each contract between a subcontractor and a lower tier subcontractor must provide that:

a) If a party to the contract causes the Contractor to fail to comply with a requirement of Local Certification, the party is liable to the public body for a penalty in the amount of 1 percent of the cost of the largest contract to which he or she is a party.

b) The right to recover the amount determined pursuant to paragraph a. above by the public body pursuant to subsection 4 may be enforced by the public body directly against the party that caused the failure to comply with a requirement of Local Certification; and

c) No other party to the contract is liable to the public body for a penalty.

6. If the Contractor submitted the affidavit described as Local Certification requirements above and received a preference in bidding and was awarded the contract, within 48 hours of a request of the RTC, provide the RTC with:

a) Name of the awarded Contractor,
b) Cost of the contract,
c) A brief description of the public work, and
d) A description of the degree to which the awarded Bidder and each subcontractor complied with the requirements of Local Certification above.

J. Workers Records

The Contractor and each subcontractor are required to keep documentation as follows:

1. An accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work:

   a. The name of the worker,

   b. The occupation of the worker,
c. The gender of the work, if the worker voluntarily agreed to specify that information, or an entry indicating that the worker declined to specify such information

d. The ethnicity of the worker if the worker voluntarily agreed to specify that information, or an entry indicating that the work declined to specify such information;

e. If the worker has a driver’s license or identification card, an indication of the state or other jurisdiction that issued the license or card, and

f. The actual per diem, wages and benefits paid to the worker.

2. An accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work who has a driver’s license or identification card:

   a. The name of the worker,

   b. The driver’s license number or identification card number of the worker, and

   c. The state or other jurisdiction that issued the license or card.

3. The above-mentioned records maintained must be open at all reasonable hours to the inspection of the RTC. The contractor and the subcontractors shall ensure that a copy of each record for each calendar month is received by the RTC no later than 15 days after the end of each month, but may be discarded by the RTC two years after the final payment is made by the RTC.

   a. The copy of the record referenced in subsection 1 above will be considered a public record and open for public inspection.

   b. The copy of the record reference in subsection 2 above is confidential and not open for public inspection.

K. Provisions Required by Law

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

GC.14 CONTRACT INTERPRETATION

A. General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted before the Nevada Arbitration Association in the County of Clark, Nevada, and any litigation shall be in a competent jurisdiction in Clark County, Nevada.
Questions regarding the meaning and intent of the Contract documents must be referred in writing by the Contractor to the RTC’s Project Manager. Where practical, the RTC’s Project Manager shall respond to the Contractor in writing with a decision within seven calendar days of receipt of the request. If Contractor disagrees with the RTC’s Project Manager’s decision, it can follow the procedures specified in Section GC.12 (Disputes Between Parties).

B. Intent and Correlation
The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

C. Governing Order of Contract Documents
The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Contractor. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the RTC:

1. Change Orders
2. Addenda, with those of later date having precedence over those of an earlier date
3. RTC-Contractor Agreement
4. Federal Conditions
5. General Conditions
6. Specifications, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the RTC) Therefore, neither specs or drawings take precedence over each other and each are considered a conglomerate of documents to be considered a package. Just an observation.
7. Invitation to Bid No. 17-031CON-1 issued August 21, 2019

D. Standards and Codes
Whenever references are made in the Contract to standard or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.


E. Conflicting Conditions
In the event of inconsistencies within or between parts of the Contract Documents, or
between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the RTC’s interpretation.

F. Graphic Enhancement
Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

GC.15 MISCELLANEOUS PROVISIONS

A. Regulatory Authorities
The Contractor does hereby acknowledge and agrees that the RTC, or the RTC’s Project Manager, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the RTC, or which are departments of the RTC including, but not limited to, the FAST and Metropolitan Planning Organization acting in a regulatory manner. The Contractor is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the RTC acting in a regulatory manner) and any delays resulting to the Contractor in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Contractor, and not attributable in any manner to the RTC.

The RTC’s Project Manager acts in a capacity similar to that of a representative working for a private property RTC which is to ensure that the RTC receives a quality product, delivered on schedule, for a fair price. Furthermore, the RTC’s Project Manager does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the RTC’s Project Manager. The Contractor agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the RTC’s Project Manager, and that the Contractor’s interaction with each regulatory authority is to be conducted without assistance from the RTC’s Project Manager.

B. Subcontracts
Any subcontract entered into by the Contractor and its Subcontractor or material supplier shall not create any contractual relationship between the RTC and the Subcontractor or material supplier.

The Contractor agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Contactor in connection with the Project if so requested by the RTC for any of the reasons set forth in NRS 338.140 (1)(d).

The Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Contractor unless such substitution meets the requirements of NRS Chapter 338. If the Contractor substitutes a subcontractor for any subcontractor who is named in the bid without complying with NRS 338.141.5, the Contractor shall forfeit, as a penalty to the RTC, an amount equal to 1 percent of the total...
amount of the Contract. If the Contractor, after the submission of the bid, substitutes a subcontractor to perform the work indicated on the subcontractor lists submitted as part of its bid, the Contractor shall forfeit as a penalty to the RTC the lesser of, and excluding any amount of the Contract that is attributable to change orders, an amount equal to 2.5 percent of the total amount of the contract or an amount equal to 35 percent of the estimate by the engineer of the cost of the work the Contractor indicated pursuant to NRS 338.141.3 that it would perform on the public work.

C. **Flow Down Language**

Contractor shall provide that its contracts with its subcontractor(s) shall provide that the subcontractor(s) shall be bound to the Company in the same manner, and to the same extent, as the Contractor is bound to the RTC under this Agreement.

D. **Right to Review and Audit**

The Contractor agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Contractor a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Contractor goes out of existence, the Contractor shall turn over to the RTC all of its records relating to the Contract to be retained by the RTC for the required period of time.

The Contractor agrees to permit the RTC or its authorized representative to inspect and audit its records and books relative to the 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 Contractor's operation hereunder. The Contractor further understands and agrees that the inspection and audit would be exercised upon written notice.

If the Contractor or its records and books are not located within Clark County, Nevada, the Contractor agrees to deliver the records and books or have the records and books delivered to the RTC or its authorized representative at an address within Clark County, Nevada, as designated by the RTC.

If the RTC or its authorized representative find that the records and books delivered by the Contractor are incomplete, the Contractor agrees to pay the RTC the costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Contractor further agrees to permit the RTC or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the RTC.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the RTC or its authorized representative finds the RTC's dollar liability to the Contractor is less than the payments made by the RTC to the Contractor, the Contractor agrees to repay the difference immediately to the RTC or, at the RTC's option,
credit the difference against future payments due the Contractor.

E. Independent Contractor
The Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. The Contractor shall act as an independent contractor and not as an agent of the RTC in performing the Contract. The Contractor shall maintain complete control over its employees and all of its subcontractors. Nothing contained in the Contract or any subcontract awarded by the Contractor shall create any contractual relationship between any such subcontractor and the RTC. The Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

F. Severability
The invalidity, illegality, or unenforceability of any provision of the Contract or the occurrence of any event rendering any portion or provision of the Contract void shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion of provision held to be void. The parties further agree to amend the 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 the entire Contract from being void should a provision which is of the essence of the Contract to be determined void.

G. Assignment of Contractual Rights
The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

H. Ownership and Use of Documents
The Drawings, Technical Specifications, and any copies furnished by the RTC are and shall remain the RTC's property unless a consultant is used in the preparation of the Contact Documents in which case ownership shall be according to the agreement between the RTC and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the RTC's or Consultant's common law or other reserved rights.

I. Prohibited Interest
No 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 any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the 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 the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

J. Waiver
No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

K. No Personal Liability
No official, officer, employee or agent of the RTC shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

L. Contract Modification
The Contract represents the entire and integrated agreement between the RTC and the Contractor and supersedes prior negotiations, representations or agreements, written or oral, made by either party. The Contract may only be amended by a Change Order.

M. State of Nevada Legal Holidays
The Contractor is advised that there are eleven legal holidays, for which the RTC employees and/or representatives will not be required to work. However, the Governor of the State of Nevada does have the option to give two other legal holidays. If the holiday falls on a Sunday, the holiday will be observed on the Monday following. The firm legal holidays are as follows:

1. Martin Luther King’s Birthday
2. President’s Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Nevada Admission Day
7. Veteran’s Day
8. Thanksgiving Day
9. Family Day (the Friday after Thanksgiving Day)
10. Christmas Day
11. New Year’s Day

N. Reporting of Alleged Violations of the Law
The Contractor should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

O. Project Signs
The Contractor shall provide, install and maintain four Project signs for the duration of the Project. The signs must be installed within three business days of the issuance of the Notice to Proceed and must be installed where directed by the RTC’s Project Manager. The Contractor will have size, verbiage and location approved by the RTC’s Project Manager before installation of the signs.
P. **Force Majeure**
   Contractor shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide RTC satisfactory evidence that non-performance is due to other than fault or negligence on its part.

Q. **Labor Strife**
   The Contractor shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

R. **DBE/SBE Submittal of Monthly Reports**
   The Contractor shall submit monthly reports of its MBE/WBE/SBE/DVBE/PCBE utilization throughout the contract term (with its invoices) and at the completion of the contract using the form provided by the RTC.

   The remainder of the page intentionally left blank
This is a Federally Funded Project, so both the State of Nevada Prevailing Wages which are in effect the date of the Bid Opening (found at [www.labor.nv.gov.com](http://www.labor.nv.gov.com) and attached to this Exhibit C in the final Contract) and the attached Federal Wage Rates (State: Nevada; County: Clark; Construction Type: Building; General Decision Number NV201900001; Publication Date 08/09/2019 will apply to the duration of the Contract, and Contractor shall pay workers at the higher rate.
"General Decision Number: NV20190001 08/09/2019

Superseded General Decision Number: NV20180001

State: Nevada

Construction Types: Building, Heavy and Highway
NEVADA TEST SITE (NTS), TONOPAH TEST RANGE (TTR) AND NATIONAL TEST AND TRAINING RANGE (NTTR) ONLY

Counties: Clark, Lincoln and Nye Counties in Nevada.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the...
Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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* ASBE0135-001 07/01/2019

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<tbody>
<tr>
<td>$46.25</td>
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Asbestos/Insulator Worker........$ 46.25  19.73

Includes application of all insulation materials, protective coverings, coatings and finishes to all mechanical systems.

BOIL0092-001 03/01/2018

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BOILERMAKER......................$ 36.41  27.12

BRNV0003-003 03/01/2019

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<td>$43.87</td>
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BRICKLAYER.......................$ 40.04  13.79
MARBLE SETTER.....................$ 43.87  15.19
TERRAZZO WORKER/SETTER...........$ 42.32             9.79
TILE FINISHER....................$ 31.99             8.24
TILE SETTER......................$ 43.60            11.13

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CARP1780-007 07/01/2018

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<td>Carpenter.................$ 42.75 15.86</td>
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<tr>
<td>Millwrights.............$ 37.32 24.44</td>
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ZONE PAY:
0 to 40 miles radius from intersection of Maryland Parkway and Charleston Blvd in Las Vegas: Free Zone

40 to 60 miles radius: $2.50 additional per hour

Over 60 miles radius: $4.25 additional per hour

Laughlin Area: $2.00 additional per hour

--------------------------------------------------------------------------------
ELEC0357-002 10/01/2017

Including Nevada Test Site and the Tonopah Test Range

<table>
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<th>Rates</th>
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<tr>
<td>ELECTRICIAN......................$ 52.00 20.13</td>
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ZONE PAY:

Zone 1: Work performed within Nevada Test Site (NTS): $2.00 per hour additional.

Zone 2: Work performed within Tonopah Test Range (TTR):
$2.50 per hour additional.

Zone 3: Work performed within Nevada Test and Training Range (NTTR): Excluding Nevada Test Site and Tonopah Test Range:
$2.50 per hour additional.

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<th>Rate Description</th>
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<tr>
<td>ELEVATOR MECHANIC.............</td>
<td>$55.58</td>
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**FOOTNOTE:**
Employer contributes 8% of the basic hourly rate for over 5 years service and 6% of the basic hourly for 6 months to 5 years service as Vacation Pay Credit. Eight paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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<th>Rate Description</th>
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<td>POWER EQUIPMENT OPERATOR</td>
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<td>GROUP 1............................</td>
<td>$41.39</td>
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<td>GROUP 2............................</td>
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<td>GROUP 9............................</td>
<td>$45.55</td>
<td>23.65</td>
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</table>
POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor; Pump or Generator Operator; Engineer - Oiler and Signalman; Blade Operator; Rotary Drill Tender (Rotary and Core); Steam Cleaner/Pressure Washer; Switchman or Brakeman; Gupie Operator (Cement).

GROUP 2: Concrete Mixer Operator; Skid Type Conveyor and Beltman; Fireman; Generator; Pump or Compressor Operator (2 to 5 Units inclusive, over 5 units; $0.10 per hour for each additional unit up to 10 units; portable units); Generator; Pump or Compressor Plant; Hydrostatic Pump Motorman (rotary and core); PJU Side Dump Jack; Screening and Conveyor machine Operator (or similar type); Skiploader; Wheeltype; Ford; Ferguson; Jeep or similar type, 3/4 yard or less (without drag-type attachments); Temporary Heating Plant Operator; Truck Crane Oiler.

GROUP 3: A-frame or Winch Truck Operator; Bobcat or similar type (Skid Steer); Derrickman (Rotary and Core); Dinky Locomotive or Tunnel Motor operator; Elevator Hoist Operator; Equipment Greaser; Ford, Ferguson or similar type (with drag-type attachments); Global Position Systems Chainman and Rodman; Hydra-Hammer or similar type equipment; Material Hoist/Outside manlift Operator; Power concrete Curing Machine; Power Concrete Saw Operator (or similar type); Power-Driven Jumbo Form Setter; Ross Carrier Operator; Self-Climbing Scaffold (or similar type); Self-propelled Tar Pipelining Machine; Stationary Pipe Wrapping and Cleaning Machine Operator; Towblade Operator.

GROUP 4: Asphalt Plant Fireman; Boring Machine; Boring System Electronic Tracking Locator; Boxman or Mixer Box (concrete or asphalt plant); Fishing Tool Engineer; Highline Cableway Signalman; Horizontal Directional Drilling Machine; Instrumentman; Locomotive Engineer; Micro Tunneling (above ground tunnel); Mud Plant Operator; Power
Sweeper Operator; Roller Operator, Compacting; Screed Operator; Seeder Trenching Machine Operator (up to 6ft. depth capacity, manufacturer's rating) Vacuum Truck.

GROUP 5: Asphalt or Concrete Spreading; Mechanical Tamping or Finishing Machine Operator- roller (all types and sizes); soil, cement, asphalt finish; Asphalt Plant Engineer; Deck Engine; Grade Checker; Pavement- breaker; Pneumatic heading shield- Tunnel; Road Oil Mixing Machine; Forklift, under five tons; Rubber-tired, heavy duty equipment (Oshkosh; DW Euclid, Letourneau; Laplant-Choate, or similar type equipment with any type attachments); Skidloader; wheely type, over 3/4 yds., up to and including 1 1/2-yards; Slip Form Pump (power-driven hydraulic lifting device for concrete forms); Tractor Operator Drag-Type Shovel; Bulldozer; Tamper Scraper and Push Tractor.

GROUP 6: Batch Plant; Bulk Plant Concrete Mixer-paving; Concrete Mobile Mixer; Concrete Pump or Pumpcrete Gun; Crushing Plant Engineer; Dandy Digger; Driller (rotary and core); Elevating Grade; Forklift, over 5 tons; Grade-all; Heavy Duty Welder; Highline Cableway; Hoist (Chicago boom and mine); Jumbo Pipe Carrier; Kolman Belt Loader and similar type; Lift slab machine; Loader Operator- Athey, Euclid, Hancock, Sierra or similar type; Machinist; Micro Tunnel System (below ground); Motor Patrol (any type or size); Ozzie Padder (or similar type), Pneumatic Concrete Placing Machine Hackley- Presswell or similar type; Pneumatic Pipe Ramming Tool (and similar types); Rotomill; Sewer Plant; Shovel, Backhoe, Dragline, Clamshell, Derrick, Derrick Barge, Crane Piledriver and Mucking Machine; Shuttle Buggy; Skiploader, wheely type, over 1-1/2 yds.; Surface Heater and Planer; Tractor Loader - Crawler type all types and sizes; Tractor, with boom attachments; Traveling Pipe Wrapping, Cleaning and Bending Machine; Trenching Machine (over 6 ft. depth capacity, manufacturer's rating); Tunnel Boring Machine; Water pull
(compaction); water Well Driller.

GROUP 7: Heavy Duty Repairman; Body and Fender Mechanic; Global Position Systems Party Chief; Heavy Duty Welder

GROUP 8: Combination Heavy Duty Repairman and Welder.

GROUP: 9 Rubber Tired, Tandem, Multiple Engine, Earth-Moving Equipment; Sewer Treatment Plant Operator.

--------------------------------------------------------------------------------
IRON0118-001 01/01/2019

Rates Fringes

IRONWORKER
Fence Erectors..............$ 32.58 23.41
Ornamental, Reinforcing
and Structural..............$ 39.00 32.05

--------------------------------------------------------------------------------
LAB00872-002 07/01/2018

Rates Fringes

LABORER
GROUP 1 .....................$ 27.86 26.79
GROUP 2 .....................$ 27.96 26.79

GROUP 1: Building/office cleanup; Cement dumper; Cesspool digger & installer; Concrete curer; Dry packing concrete & filling of bolt holes; Fence builder; Fine grader, Highway & Street; Flagperson; Gas & oil pipeline laborer; Gas & oil pipeline wrapper - pot tender and form man; Guineau chaser; Laborer-packing rod steel and plans; Laborer (General) construction cleanup, etc; Laborer demolition; Landscape gardener, nurseryman and grounds keeper; Making & caulking of all nonmetallic pipe joints; Paving, airport run ways &
similar work; Rip rap work; Rip rap stone paver; Roto scraper; Sandblaster (pot tender); Scaler; Septic tank digger and installer (leadman); Tank scaler and cleaner; Tool attendant (jobsite only); Tree climber; Faller, Chain saw, Pittsburg chipper and similar type brush shedders, Window cleaners.

GROUP 2: Asbestos abatement/rad worker; Asphalt raker, Ironer, Spreader; Buggymobile man; Concrete core cutter, Sawman and Cement grinding, Cribber or shorer, Cutting torch (demolition); Driller, Gas and oil pipeline wrapper; Hard rock slinger; Jackhammer, Driller and/or pavement breaker; Laying of all nonmetallic pipe, including sewer pipe, drain pipe and underground tile; Machine tool op., (operator and tenders of pneumatic & electric tools, Vibrating machines and similar mechanical tools not separately classified herein, including hand guided ditch witch and hand-type rooler); Pesticide, Herbicide, Insecticide applicator; Powder man; Rock Slinger, Sandblaster (nozzleman); Steel Headerboard man.

* PAIN0159-003 07/01/2019

Rates Fringes

PAINTER (Including Drywall Finishing and Paper Hanging).....$ 40.98 17.84

* PLAS0797-004 07/01/2019

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 41.01 16.17

Zones:
Zone 1 - 0-50 miles from Las Vegas, NV City Hall: Base Rate
Zone 2 - Over 50 miles from Las Vegas, NV City Hall: Base Rate + $4.00/hr

The Area within Boulder City and up to 5 miles from city hall by legal paved roadway (from the downtown area of Boulder City) shall receive Zone 1 rate.

PLUM0525-002 10/01/2018

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<td>PLUMBER/PIPEFITTER.............$ 44.65</td>
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ZONE PAY:

Zone A (Las Vegas)-No Zone Pay
Zone B (NTS)-Add $2.00/hour
Zone C (TTR)-Add $2.50/hour

ROOF0162-001 08/01/2018

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SFNV0669-003 01/01/2017

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SHEE0088-002 08/01/2018

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SHEET METAL WORKER....................$ 45.52   28.24

Zone 1: 0 to 30 miles                           $0.00
Zone 2: 30 to 50 miles                         $2.50
Zone 3: 50 to 100 miles (including Laughlin)   $3.50
Zone 4: over 100 miles                        $5.00

TEAM0631-002 10/01/2018

Rates                            Fringes

TRUCK DRIVER

GROUP 1..........................$ 36.99   20.56
GROUP 2..........................$ 38.08   20.56
GROUP 3..........................$ 37.16   20.56
GROUP 4..........................$ 37.36   20.56
GROUP 5..........................$ 38.08   20.56

ZONE PAY:

ZONE 1: All work within 30 road miles of City Hall in Las Vegas shall be considered a Free Zone.

ZONE 2: All work 30 to 50 road miles from City Hall in Las Vegas shall receive $1.50 additional per hour.

ZONE 3: All work 50 to 70 road miles from City Hall in Las Vegas shall receive $2.50 additional per hour.

ZONE 4: All work over 70 road miles from City Hall in Las Vegas shall receive $3.50 additional per hour.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Light duty driver.
Light duty drivers shall include: service truck drivers, dump truck drivers of less than 16 yards water level, truck driver with legal payload capacities of less than 20 tons, road oil spreader truck drivers, water truck drivers under 4,000 gallons, and passenger bus drivers on the jobsite.

GROUP 2: Bootman; Truck greaser; Tireman; Light Vehicle Dispatcher.

GROUP 3: Heavy duty driver; Forklift driver; Warehouseman; Forklift driver; Equipment Parts.

GROUP 4: Extra heavy duty driver; Forklift driver (over 15 tons).

GROUP 5: Off road and special equipment.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

----------------------------------------------------------------

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in
the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"
2019 PREVAILING WAGE RATES
CLARK COUNTY

DATE OF DETERMINATION: October 1, 2018

*DUE TO THE PASSAGE OF ASSEMBLY BILL 136 DURING THE 2019 LEGISLATIVE SESSION, EFFECTIVE JULY 01, 2019, THESE RATES ARE APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $100,000 BID/AWARDED AFTER JULY 01, 2019.*

RATES APPLY:
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019*

https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6203/Text

“Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA’s) and adjustments to those agreements. (See NAC section 338.010.)

- AIR BALANCE TECHNICIAN
- ALARM INSTALLER
- BOILERMAKER
- BRICKLAYER
- CARPENTER
- CEMENT MASON
- ELECTRICIAN-COMMUNICATION TECH.
- ELECTRICIAN-LINE
- ELECTRICIAN-NEON SIGN
- ELECTRICIAN-WIREMAN
- ELEVATOR CONSTRUCTOR
- FENCE ERECTOR
- FLAGPERSON
- FLOOR COVERER
- GLAZIER
- HIGHWAY STRIPER
- Hod CARRIER-BRICK MASON
- Hod CARRIER-PLASTERER TENDER
- IRON WORKER
- LABORER
- MECHANICAL INSULATOR
- MILLWRIGHT
- OPERATING ENGINEER
- OPERATING ENG. STEEL
- FABRICATOR/ERECTOR
- OPERATING ENGINEER-PILEDRIVER
- PAINTER
- PILEDRIVER (NON-EQUIPMENT)
- PLASTERER
- PLUMBER/PIPEFITTER
- REFRIGERATION
- ROOFER (Does not include sheet metal roofs)
- SHEET METAL WORKER
- SPRINKLER FITTER
- SURVEYOR (NON-LICENSED)
- TAPER
- TILE/TERRAZZO WORKER/MARBLE MASON
- TRAFFIC BARRIER ERECTOR
- TRUCK DRIVER
- WELL DRILLER
- LUBRICATION AND SERVICE ENGINEER
- (MOBILE AND GREASE RACK)
- SOIL TESTER (CERTIFIED)
- SOILS AND MATERIALS TESTER
Nevada Revised Statutes (NRS) 338.010(21) “Wages” means:
   a) The basic hourly rate of pay; and
   b) The amount of pension, health and welfare, vacation and holiday pay, the cost of
      apprenticeship training or other similar programs or other bona fide fringe benefits which are a
      benefit to the workman.

NRS 338.030 (2)(d)
   The Labor Commissioner shall determine the prevailing wage to be 90 percent of the rate
   determined pursuant to paragraphs (a), (b) and (c) for:
      (1) Any contract for a public work or any other construction, alteration, repair, remodeling or
          reconstruction of an improvement or property to which a school district or the Nevada System of
          Higher Education is a party; and
      (2) A public work of, or constructed by, a school district or the Nevada System of Higher
          Education, or any other construction, alteration, repair, remodeling or reconstruction of an
          improvement or property of or constructed by a school district or the Nevada System of Higher
          Education.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to
pay wages by making certain contributions in name of workman. The obligation of a contractor
engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance
with the determination of the Labor Commissioner may be discharged in part by making contributions
for a third person pursuant to a fund, plan or program in the name of the workman.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:
1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on
   the type of work that the workman actually performs on the public work and in accordance with the
   recognized class of the workman."
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification
   pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in
   writing, for a determination of the applicable classification and pay rate for a particular type of
   work.
5. The job descriptions set forth or referenced herein supersede any and all descriptions previously
   agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out
   of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions
   of the job descriptions:
   • Amendments to the prevailing wage determinations;
   • Group Classifications and/or descriptions recognized by the Labor Commissioner and included
     with wage determinations for a particular type of work in a particular county.

Zone Rates
   The zone rate has been added to each applicable craft.
PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

<table>
<thead>
<tr>
<th>CRAFT</th>
<th>RATE</th>
<th>NSHE/SCHOOL DISTRICT RATE</th>
<th>Union or Non-Union Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIR BALANCE TECHNICIAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Balance Technician-Journeyman</td>
<td>73.56</td>
<td>66.20</td>
<td>Union</td>
</tr>
<tr>
<td>Air Balance Technician-Foreman</td>
<td>78.11</td>
<td>70.30</td>
<td></td>
</tr>
<tr>
<td>Air Balance Technician-General Foreman</td>
<td>82.66</td>
<td>74.39</td>
<td></td>
</tr>
</tbody>
</table>

**AIR BALANCE TECHNICIAN JOB DESCRIPTION**

ADD ZONE RATE
In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 30 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-31 to 50 miles</td>
<td>$2.50</td>
</tr>
<tr>
<td>3-51 to 100 miles</td>
<td>$3.50</td>
</tr>
<tr>
<td>4-over 100 miles</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

**ALARM INSTALLER**

<table>
<thead>
<tr>
<th>UNION</th>
<th>UNION</th>
<th>UNION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm Installer</td>
<td>64.47</td>
<td>58.02</td>
</tr>
<tr>
<td>Alarm Installer Foreman</td>
<td>69.58</td>
<td>62.63</td>
</tr>
<tr>
<td>Alarm Installer General Foreman</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ALARM INSTALLER JOB DESCRIPTION**

**BOILERMAKER**

<table>
<thead>
<tr>
<th>UNION</th>
<th>UNION</th>
<th>UNION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker</td>
<td>65.94</td>
<td>59.35</td>
</tr>
</tbody>
</table>

**BOILERMAKER JOB DESCRIPTION**

**BRICKLAYER**

<table>
<thead>
<tr>
<th>UNION</th>
<th>UNION</th>
<th>UNION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer-Journeyman</td>
<td>53.83</td>
<td>48.45</td>
</tr>
</tbody>
</table>

**BRICKLAYER JOB DESCRIPTION**

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Mileage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-40</td>
<td>$0.00</td>
</tr>
<tr>
<td>41-50</td>
<td>$2.50</td>
</tr>
<tr>
<td>51-70</td>
<td>$5.00</td>
</tr>
<tr>
<td>Over 70</td>
<td>$7.50</td>
</tr>
</tbody>
</table>

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.
<table>
<thead>
<tr>
<th>CARPENTER</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter-Journeyman</td>
<td>60.91</td>
</tr>
<tr>
<td>Carpenter-Welder</td>
<td>61.91</td>
</tr>
<tr>
<td>Carpenter-Foreman</td>
<td>64.81</td>
</tr>
<tr>
<td>Carpenter-General Foreman</td>
<td>69.10</td>
</tr>
</tbody>
</table>

**CARPENTER JOB DESCRIPTION**

**ADD ZONE RATE**
In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

- Zone 1-0 to 40 miles: $0.00
- Zone 2-40 to 60 miles: $2.50
- Zone 3-Over 60 miles: $4.25
- Colorado River Region: $2.00

<table>
<thead>
<tr>
<th>CEMENT MASON</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason-Journeyman</td>
<td>55.58</td>
</tr>
<tr>
<td>Cement Mason-Foreman</td>
<td>59.57</td>
</tr>
<tr>
<td>Cement Mason-General Foreman</td>
<td>61.57</td>
</tr>
</tbody>
</table>

**CEMENT MASON JOB DESCRIPTION**

**ADD ZONE RATE**
In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

- Zone 1-0 to 50 miles: $0.00
- Zone over 50 miles: $4.00

<table>
<thead>
<tr>
<th>ELECTRICIAN-COMMUNICATION TECHNICIAN</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installer/Technician</td>
<td>46.07</td>
</tr>
<tr>
<td>Senior Installer/Technician</td>
<td>64.47</td>
</tr>
<tr>
<td>Installer/Technician Foreman</td>
<td>69.59</td>
</tr>
<tr>
<td>Installer/Technician General Foreman</td>
<td>74.70</td>
</tr>
</tbody>
</table>

**ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION**

**ADD ZONE RATE**
In addition to ELECTRICIAN-Communication Technician, rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

- Zone 1- 0 to 25 miles: $0.00
- Zone 2- 26 to 55 miles: $2.50
- Zone 3-56 miles and over: $3.50

<table>
<thead>
<tr>
<th>ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groundman</td>
<td>42.28</td>
</tr>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Lineman</td>
<td>64.02</td>
</tr>
<tr>
<td>Foreman</td>
<td>70.19</td>
</tr>
<tr>
<td>General Foreman</td>
<td>76.56</td>
</tr>
<tr>
<td>Heavy Equipment</td>
<td>52.19</td>
</tr>
</tbody>
</table>

**ELECTRICIAN-LINE MAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR JOB DESCRIPTION**

**ELECTRICIAN-NEON SIGN**

<table>
<thead>
<tr>
<th></th>
<th>Union 2018</th>
<th>Union 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>52.31</td>
<td>47.08</td>
</tr>
<tr>
<td>Foreman</td>
<td>54.31</td>
<td>48.88</td>
</tr>
</tbody>
</table>

**ELECTRICIAN-NEON SIGN**, includes but is not limited to:
1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

**ELECTRICIAN-WIREMAN**

<table>
<thead>
<tr>
<th></th>
<th>Union 2018</th>
<th>Union 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wireman-Journeyman</td>
<td>64.83</td>
<td>58.35</td>
</tr>
<tr>
<td>Wireman-Cable Splicer</td>
<td>65.35</td>
<td>58.81</td>
</tr>
<tr>
<td>Wireman-Foreman</td>
<td>69.99</td>
<td>62.99</td>
</tr>
<tr>
<td>Wireman-General Foreman</td>
<td>75.14</td>
<td>67.63</td>
</tr>
</tbody>
</table>

**ELECTRICIAN WIREMAN JOB DESCRIPTION**

**ADD ZONE RATE**

In addition to ELECTRICIAN-Wireman rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

- Zone 1-0 to 25 miles: $0.00
- Zone 2-26 to 55 miles: $2.50
- Zone 3-over 55 miles: $3.50

**ELEVATOR CONSTRUCTOR**

<table>
<thead>
<tr>
<th></th>
<th>Union 2018</th>
<th>Union 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator Constructor-Journeyman Mechanic</td>
<td>73.13</td>
<td>65.82</td>
</tr>
<tr>
<td>Elevator Constructor-Mechanic In Charge</td>
<td>80.54</td>
<td>72.49</td>
</tr>
</tbody>
</table>

**ELEVATOR CONSTRUCTOR**, includes but is not limited to:
1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, elevator drives, guide rails, elevator cars, and control panels, using hand tools;

**FENCE ERECTOR**

<table>
<thead>
<tr>
<th></th>
<th>Non union 2018</th>
<th>Non union 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fence Erector</td>
<td>19.90</td>
<td>17.91</td>
</tr>
</tbody>
</table>
### FENCE ERECTOR
Includes but is not limited to:
1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

### FLAGPERSON
<table>
<thead>
<tr>
<th></th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flagperson</td>
<td>53.09</td>
</tr>
</tbody>
</table>

**FLAG PERSON**, includes but is not limited to:
1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

**ADD ZONE RATE**
In addition to: FLAGPERSON rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
- Zone 1-0 to 50 Miles: $0.00
- Zone 2-50 Miles and Over: $3.75 including Laughlin area

### FLOOR COVERER
<table>
<thead>
<tr>
<th></th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Coverer-Journeyman</td>
<td>49.72</td>
</tr>
<tr>
<td>Floor Coverer-Foreman</td>
<td>53.15</td>
</tr>
</tbody>
</table>

**FLOOR COVERER JOB DESCRIPTION**

### GLAZIER
<table>
<thead>
<tr>
<th></th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazier-Journeyman</td>
<td>73.67</td>
</tr>
<tr>
<td>Glazier-Foreman</td>
<td>78.24</td>
</tr>
</tbody>
</table>

**GLAZIER JOB DESCRIPTION**

### HIGHWAY STRIPER
<table>
<thead>
<tr>
<th></th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway Stripper</td>
<td>54.59</td>
</tr>
</tbody>
</table>

**HIGHWAY STRIPER**, includes but is not limited to:
1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

In addition to: HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
- Zone 1-0 to 50 Miles: $0.00
- Zone 2-50 Miles and Over: $3.75 including Laughlin area

### Hod Carrier-Brick Mason Tender
<table>
<thead>
<tr>
<th></th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick Mason</td>
<td>54.90</td>
</tr>
</tbody>
</table>

**HOD CARRIER-BRICK MASON TENDER**, includes but is not limited to:
1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

**ADD LABORER ZONE RATE**
In addition to: HOD CARRIER-PLASTERER – BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

- Zone 1-0 to 50 Miles   $0.00
- Zone 2-50 Miles and Over $3.75 including Laughlin area.

| Plasterer Tender-Journeyman | 55.99 | 50.39 |
| Plasterer Tender-Foreman    | 58.99 | 53.09 |
| Plasterer Tender-General Foreman | 61.99 | 55.79 |

**IRON WORKER**

| Ironworker-Journeyman | 69.05 | 62.15 |
| Ironworker-Foreman    | 72.85 | 65.57 |

**IRON WORKER JOB DESCRIPTION**

**LABORER**

**SEE GROUP CLASSIFICATIONS**

<p>| Group 1 | 54.59 | 49.13 |
| Group 2 | 54.80 | 49.32 |
| Group 3 | 54.90 | 49.41 |
| Group 4 | 54.99 | 49.49 |</p>
<table>
<thead>
<tr>
<th>Group</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 5</td>
<td>55.09</td>
<td>49.58</td>
</tr>
<tr>
<td>Group 6A</td>
<td>56.33</td>
<td>50.70</td>
</tr>
<tr>
<td>Group 6B</td>
<td>55.83</td>
<td>50.25</td>
</tr>
<tr>
<td>Group 6C</td>
<td>55.58</td>
<td>50.02</td>
</tr>
<tr>
<td>Group 6D</td>
<td>56.19</td>
<td>50.57</td>
</tr>
<tr>
<td>Group 6E</td>
<td>55.83</td>
<td>50.25</td>
</tr>
<tr>
<td>Group 7</td>
<td>54.90</td>
<td>49.41</td>
</tr>
</tbody>
</table>

Foreman $3.00 above highest paid journeyman supervised.

General Foreman $3.00 above highest paid foreman supervised.

**LABORER JOB DESCRIPTION**

ADD LABORER ZONE RATE
In addition to: LABORER rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:
- Zone 1-0 to 50 Miles   $0.00
- Zone 2-50 Miles and Over $3.75 including Laughlin area.

**MECHANICAL INSULATOR**

<table>
<thead>
<tr>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>63.73</td>
</tr>
<tr>
<td>Foreman</td>
<td>67.01</td>
</tr>
<tr>
<td>General Foreman</td>
<td>70.29</td>
</tr>
</tbody>
</table>

**MECHANICAL INSULATOR JOB DESCRIPTION**

ADD ZONE RATE
In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on road miles figured from Clark County Courthouse:
- Zone 1-20-45 miles-  $3.75
- Zone 2-45-75 miles-  $5.00
- Zone 3-75-150 miles-  $7.50
- Zone 4-150 miles and over-  $8.75

**MILLWRIGHT**

<table>
<thead>
<tr>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>61.91</td>
</tr>
<tr>
<td>Welder</td>
<td>62.91</td>
</tr>
<tr>
<td>Foreman</td>
<td>65.64</td>
</tr>
<tr>
<td>General Foreman</td>
<td>69.75</td>
</tr>
</tbody>
</table>

**MILLWRIGHT JOB DESCRIPTION**

ADD ZONE RATE
In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:
- Zone 1-1 to 14 miles   $0.00
- Zone 2-15 to 35 miles  $1.50
<table>
<thead>
<tr>
<th>Zone 3-35 miles and over</th>
<th>$3.25</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING ENGINEER</strong></td>
<td></td>
</tr>
<tr>
<td><strong>SEE GROUP CLASSIFICATIONS</strong></td>
<td></td>
</tr>
<tr>
<td>Group 1</td>
<td>71.24</td>
</tr>
<tr>
<td>Group 2</td>
<td>72.19</td>
</tr>
<tr>
<td>Group 3</td>
<td>72.48</td>
</tr>
<tr>
<td>Group 4</td>
<td>73.97</td>
</tr>
<tr>
<td>Group 5</td>
<td>75.07</td>
</tr>
<tr>
<td>Group 6</td>
<td>74.19</td>
</tr>
<tr>
<td>Group 7</td>
<td>75.29</td>
</tr>
<tr>
<td>Group 8</td>
<td>74.30</td>
</tr>
<tr>
<td>Group 9</td>
<td>75.40</td>
</tr>
<tr>
<td>Group 10</td>
<td>74.42</td>
</tr>
<tr>
<td>Group 11</td>
<td>75.52</td>
</tr>
<tr>
<td>Group 12</td>
<td>74.59</td>
</tr>
<tr>
<td>Group 13</td>
<td>74.69</td>
</tr>
<tr>
<td>Group 14</td>
<td>74.72</td>
</tr>
<tr>
<td>Group 15</td>
<td>74.80</td>
</tr>
<tr>
<td>Group 16</td>
<td>74.92</td>
</tr>
<tr>
<td>Group 17</td>
<td>75.09</td>
</tr>
<tr>
<td>Group 18</td>
<td>75.19</td>
</tr>
<tr>
<td>Group 19</td>
<td>75.30</td>
</tr>
<tr>
<td>Group 20</td>
<td>75.42</td>
</tr>
<tr>
<td>Group 21</td>
<td>75.59</td>
</tr>
<tr>
<td>Group 22</td>
<td>75.69</td>
</tr>
<tr>
<td>Group 23</td>
<td>75.80</td>
</tr>
<tr>
<td>Group 24</td>
<td>75.92</td>
</tr>
<tr>
<td>Group 25</td>
<td>76.09</td>
</tr>
<tr>
<td>Add $.50 per hour for &quot;Special&quot; Shift</td>
<td></td>
</tr>
<tr>
<td>Add $1.00 per hour for &quot;Multiple&quot; Shift</td>
<td></td>
</tr>
</tbody>
</table>

**OPERATING ENGINEER**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

**ADD ZONE RATE**
In addition to: **OPERATING ENGINEER** rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 20 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-21 to 40 miles</td>
<td>$2.00</td>
</tr>
<tr>
<td>3-41 to 60 miles</td>
<td>$3.00</td>
</tr>
<tr>
<td>4-over 60 miles</td>
<td>$3.50</td>
</tr>
</tbody>
</table>
# CRANES, PILEDRIVING, & HOISTING EQUIPMENT

**SEE GROUP CLASSIFICATIONS**

### Group 1

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer Oiler</td>
<td>74.92</td>
<td>67.43</td>
</tr>
<tr>
<td>Forklift Operator</td>
<td>73.83</td>
<td>66.45</td>
</tr>
</tbody>
</table>

### Group 2

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck Crane Oiler</td>
<td>73.97</td>
<td>66.57</td>
</tr>
</tbody>
</table>

### Group 3

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-Frame or Winch Truck Operator</td>
<td>73.97</td>
<td>66.57</td>
</tr>
<tr>
<td>Ross Carrier Operator (Jobsite)</td>
<td>73.97</td>
<td>66.57</td>
</tr>
</tbody>
</table>

### Group 4

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge-Type Unloader and Turntable Operator</td>
<td>73.97</td>
<td>66.57</td>
</tr>
<tr>
<td>Helicopter Hoist Operator</td>
<td>73.97</td>
<td>66.57</td>
</tr>
</tbody>
</table>

### Group 5

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Boom Truck (Pitman)</td>
<td>74.19</td>
<td>66.77</td>
</tr>
<tr>
<td>Stinger Crane (Austin-Western or Similar Type)</td>
<td>74.19</td>
<td>66.77</td>
</tr>
<tr>
<td>Tugger Hoist Operator (1 Drum)</td>
<td>74.19</td>
<td>66.77</td>
</tr>
</tbody>
</table>

### Group 6

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Crane Operator</td>
<td>74.30</td>
<td>66.87</td>
</tr>
<tr>
<td>Cretor Crane Operator</td>
<td>74.30</td>
<td>66.87</td>
</tr>
<tr>
<td>Hoist Operator (Chicago Boom and Similar Type)</td>
<td>74.30</td>
<td>66.87</td>
</tr>
<tr>
<td>Lift Mobile Operator</td>
<td>74.30</td>
<td>66.87</td>
</tr>
<tr>
<td>Lift Slab Machine Operator (Vagtborg and Similar Types)</td>
<td>74.30</td>
<td>66.87</td>
</tr>
<tr>
<td>Material Hoist/Manlift Operator</td>
<td>74.30</td>
<td>66.87</td>
</tr>
<tr>
<td>Polar Gantry Crane Operator</td>
<td>74.30</td>
<td>66.87</td>
</tr>
<tr>
<td>Self Climbing Scaffold (or Similar Type)</td>
<td>74.30</td>
<td>66.87</td>
</tr>
<tr>
<td>Shovels, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)</td>
<td>74.30</td>
<td>66.87</td>
</tr>
<tr>
<td>Silent Piler</td>
<td>74.30</td>
<td>66.87</td>
</tr>
<tr>
<td>Tugger Hoist Operator (2 Drum)</td>
<td>74.30</td>
<td>66.87</td>
</tr>
</tbody>
</table>

### Group 7

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pedestal Crane Operator</td>
<td>74.42</td>
<td>66.98</td>
</tr>
<tr>
<td>Shovels, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)</td>
<td>74.42</td>
<td>66.98</td>
</tr>
<tr>
<td>Group</td>
<td>Position</td>
<td>Hourly Rate 1</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------------------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Group 8</td>
<td>Tower Crane Repairman</td>
<td>74.42</td>
</tr>
<tr>
<td></td>
<td>Tugger Hoist Operator (3 Drum)</td>
<td>74.42</td>
</tr>
<tr>
<td></td>
<td><strong>Group 8</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crane Operator (up to and including 25 ton capacity)</td>
<td>76.39</td>
</tr>
<tr>
<td></td>
<td>Crawler Transporter Operator</td>
<td>74.59</td>
</tr>
<tr>
<td></td>
<td>Derrick Barge Operator (up to and including 25 ton capacity)</td>
<td>74.59</td>
</tr>
<tr>
<td></td>
<td>Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity)</td>
<td>74.59</td>
</tr>
<tr>
<td></td>
<td>Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)</td>
<td>74.59</td>
</tr>
<tr>
<td><strong>Group 9</strong></td>
<td>Crane Operator (over 25 tons up to and including 50 tons M.R.C.)</td>
<td>76.39</td>
</tr>
<tr>
<td></td>
<td>Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)</td>
<td>74.76</td>
</tr>
<tr>
<td></td>
<td>Highline Cableway Operator</td>
<td>74.76</td>
</tr>
<tr>
<td></td>
<td>Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)</td>
<td>74.76</td>
</tr>
<tr>
<td></td>
<td>K-Crane</td>
<td>74.76</td>
</tr>
<tr>
<td></td>
<td>Polar Crane Operator</td>
<td>74.76</td>
</tr>
<tr>
<td></td>
<td>Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator</td>
<td>74.76</td>
</tr>
<tr>
<td><strong>Group 10</strong></td>
<td>Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)</td>
<td>77.81</td>
</tr>
<tr>
<td></td>
<td>Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)</td>
<td>75.76</td>
</tr>
<tr>
<td></td>
<td>Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)</td>
<td>75.76</td>
</tr>
<tr>
<td></td>
<td>Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)</td>
<td>77.81</td>
</tr>
<tr>
<td></td>
<td><strong>Group 11</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)</td>
<td>78.31</td>
</tr>
<tr>
<td>Group</td>
<td>Job Title</td>
<td>Rate (Hourly)</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td></td>
<td>Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)</td>
<td>76.76</td>
</tr>
<tr>
<td></td>
<td>Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.)</td>
<td>76.76</td>
</tr>
<tr>
<td></td>
<td>Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)</td>
<td>78.31</td>
</tr>
<tr>
<td></td>
<td>Tower Crane Operator and Tower Gantry</td>
<td>78.76</td>
</tr>
<tr>
<td>Group 12</td>
<td>Crane Operator (over 200 tons up to and including 300 tons M.R.C.)</td>
<td>80.95</td>
</tr>
<tr>
<td></td>
<td>Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)</td>
<td>77.76</td>
</tr>
<tr>
<td></td>
<td>Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)</td>
<td>77.76</td>
</tr>
<tr>
<td></td>
<td>Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)</td>
<td>80.95</td>
</tr>
<tr>
<td>Group 13</td>
<td>Crane Operator (over 300 tons)</td>
<td>81.32</td>
</tr>
<tr>
<td></td>
<td>Derrick Barge Operator (over 300 tons)</td>
<td>77.76</td>
</tr>
<tr>
<td></td>
<td>Helicopter Pilot</td>
<td>77.76</td>
</tr>
<tr>
<td></td>
<td>Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)</td>
<td>77.76</td>
</tr>
<tr>
<td></td>
<td>Mobile Tower Crane Operator (over 300 tons)</td>
<td>81.32</td>
</tr>
<tr>
<td></td>
<td><strong>ADD $ .50 per hour for &quot;Special&quot; Shift</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ADD $1.00 per hour for &quot;Multiple&quot; Shift</strong></td>
<td></td>
</tr>
</tbody>
</table>

**OPERATING ENGINEER**, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

**ADD ZONE RATE**
In addition to: CRANES, PILEDRIVING AND HOISTING EQUIPMENT rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
- Zone 1-0 to 20 miles $0.00
- Zone 2-21 to 40 miles $2.00
### Zone 3-41 to 60 miles
- $3.00

### Zone 4-over 60 miles
- $3.50

<table>
<thead>
<tr>
<th><strong>OPERATING ENGINEER-SURVEYOR</strong></th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SEE GROUP CLASSIFICATIONS</strong></td>
<td></td>
</tr>
<tr>
<td>Group 1</td>
<td>73.16</td>
</tr>
<tr>
<td>Group 2</td>
<td>73.97</td>
</tr>
<tr>
<td>Group 3</td>
<td>74.19</td>
</tr>
<tr>
<td>Group 4</td>
<td>74.47</td>
</tr>
<tr>
<td>Group 5</td>
<td>74.59</td>
</tr>
<tr>
<td>Group 6</td>
<td>74.69</td>
</tr>
<tr>
<td>Group 7</td>
<td>74.72</td>
</tr>
<tr>
<td>Group 8</td>
<td>75.09</td>
</tr>
<tr>
<td>Group 9</td>
<td>75.22</td>
</tr>
<tr>
<td>Group 10</td>
<td>75.72</td>
</tr>
</tbody>
</table>

**OPERATING ENGINEER**, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

**ADD ZONE RATE**
In addition to: OPERATING ENGINEER-SURVEYOR rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th><strong>Zone</strong></th>
<th><strong>Rate</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1-20 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>21-40 miles</td>
<td>$2.00</td>
</tr>
<tr>
<td>41-60 miles</td>
<td>$3.00</td>
</tr>
<tr>
<td>Over 60 miles</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>OPERATING ENGINEER –TUNNEL</strong></th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SEE GROUP CLASSIFICATIONS</strong></td>
<td></td>
</tr>
<tr>
<td>Group 1</td>
<td>73.09</td>
</tr>
<tr>
<td>Group 2</td>
<td>74.04</td>
</tr>
<tr>
<td>Group 3</td>
<td>74.33</td>
</tr>
<tr>
<td>Group 4</td>
<td>74.47</td>
</tr>
<tr>
<td>Group 5</td>
<td>74.69</td>
</tr>
<tr>
<td>Group 6</td>
<td>74.80</td>
</tr>
<tr>
<td>Group 7</td>
<td>74.92</td>
</tr>
<tr>
<td>Group 8</td>
<td>75.09</td>
</tr>
<tr>
<td>Group 9</td>
<td>75.22</td>
</tr>
</tbody>
</table>

**OPERATING ENGINEER**, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

**ADD ZONE RATE**
In addition to: OPERATING ENGINEER-TUNNEL rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Amount per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 20 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-21 to 40 miles</td>
<td>$2.00</td>
</tr>
<tr>
<td>3-41 to 60 miles</td>
<td>$3.00</td>
</tr>
<tr>
<td>4-over 60 miles</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

**PAINTER**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Union Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painter-Journeyman</td>
<td>56.42</td>
<td>50.78</td>
</tr>
<tr>
<td>Painter-Foreman</td>
<td>59.89</td>
<td>53.91</td>
</tr>
</tbody>
</table>

**PAINTER JOB DESCRIPTION**

**PILEDRIVER**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Union Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driverman, Rigman, Bridge and Dock Carpenter</td>
<td>55.46</td>
<td>49.91</td>
</tr>
<tr>
<td>Certified Welder</td>
<td>56.46</td>
<td>50.81</td>
</tr>
<tr>
<td>Piledriver-Foreman</td>
<td>59.19</td>
<td>53.27</td>
</tr>
<tr>
<td>Diver-Diving (wet pay)</td>
<td>102.25</td>
<td>92.03</td>
</tr>
<tr>
<td>Stand-By Diver</td>
<td>60.19</td>
<td>54.17</td>
</tr>
<tr>
<td>Tender</td>
<td>59.19</td>
<td>53.27</td>
</tr>
</tbody>
</table>

**PILEDRIVER** includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

**PLASTERER**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Union Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plasterer-Journeyman</td>
<td>54.06</td>
<td>48.65</td>
</tr>
<tr>
<td>Plasterer-Foreman</td>
<td>57.90</td>
<td>52.11</td>
</tr>
<tr>
<td>Plasterer-General Foreman</td>
<td>59.82</td>
<td>53.84</td>
</tr>
</tbody>
</table>

**PLASTERER JOB DESCRIPTION**

ADD ZONE RATE

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Amount per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-50 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>over 50 miles</td>
<td>$4.00</td>
</tr>
</tbody>
</table>

**PLUMBER/PIPEFITTER**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Union Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumber/Pipefitter-Journeyman</td>
<td>66.98</td>
<td>60.28</td>
</tr>
<tr>
<td>Plumber-Foreman</td>
<td>71.45</td>
<td>64.30</td>
</tr>
<tr>
<td>Plumber-General Foreman</td>
<td>75.91</td>
<td>68.32</td>
</tr>
</tbody>
</table>

**PLUMBER** includes but is not limited to:
Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;

b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulkng;

c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;

d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;

e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

ADD ZONE RATE

In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

<table>
<thead>
<tr>
<th>Zone Description</th>
<th>Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 1-0-20 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>Zone 2-21-45 miles</td>
<td>$3.75</td>
</tr>
<tr>
<td>Zone 3-46-75 miles</td>
<td>$7.50</td>
</tr>
<tr>
<td>Zone 4-76 miles and over</td>
<td>$11.25</td>
</tr>
</tbody>
</table>

REFRIGERATION

<table>
<thead>
<tr>
<th>Position</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refrigeration-Journeyman</td>
<td>66.98</td>
</tr>
<tr>
<td>Refrigeration-Foreman</td>
<td>71.45</td>
</tr>
<tr>
<td>Refrigeration-General Foreman</td>
<td>75.91</td>
</tr>
</tbody>
</table>

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER

(Does not include sheet metal roofs)

<table>
<thead>
<tr>
<th>Position</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer-Journeyman</td>
<td>37.15</td>
</tr>
<tr>
<td>Roofer-Foreman</td>
<td>42.70</td>
</tr>
</tbody>
</table>

ROOFER

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

<table>
<thead>
<tr>
<th>SHEET METAL WORKER</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet Metal-Journeyman</td>
<td>73.56</td>
</tr>
<tr>
<td>Sheet Metal-Foreman</td>
<td>78.11</td>
</tr>
<tr>
<td>Sheet Metal-General Foreman</td>
<td>82.66</td>
</tr>
</tbody>
</table>

**SHEET METAL WORKER JOB DESCRIPTION**

**ADD ZONE RATE**

In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 30 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-31 to 50 miles</td>
<td>$2.50</td>
</tr>
<tr>
<td>3-51 to 100 miles</td>
<td>$3.50</td>
</tr>
<tr>
<td>Over 100 miles</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPRINKLER FITTER</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sprinkler Fitter-Journeyman</td>
<td>59.57</td>
</tr>
<tr>
<td>Sprinkler Fitter-Foreman</td>
<td>62.32</td>
</tr>
<tr>
<td>Sprinkler Fitter-General Foreman</td>
<td>64.57</td>
</tr>
</tbody>
</table>

**SPRINKLER FITTER**

Includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

<table>
<thead>
<tr>
<th>TAPER</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Taper</td>
<td>56.42</td>
</tr>
</tbody>
</table>

**TAPER JOB DESCRIPTION**

<table>
<thead>
<tr>
<th>TILE SETTER/TERRAZZO WORKER/MARBLE MASON</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tile Setter/Terrazzo Worker/Marble Mason Finisher</td>
<td>40.62</td>
</tr>
<tr>
<td>Tile Setter</td>
<td>54.68</td>
</tr>
<tr>
<td>Terrazzo Worker/Marble Mason</td>
<td>57.31</td>
</tr>
</tbody>
</table>

**TILE SETTER/TERRAZZO WORKER/MARBLE MASON- FINISHER JOB DESCRIPTION**

TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION
## ADD ZONE RATE
In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, for jobs located over forty (40) miles from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Distance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-40 Miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>41-50 Miles</td>
<td>$3.75</td>
</tr>
<tr>
<td>51-70 Miles</td>
<td>$5.00</td>
</tr>
<tr>
<td>Over 71 Miles</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

## TRAFFIC BARRIER ERECTOR

<table>
<thead>
<tr>
<th></th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Barrier Erector</td>
<td>54.59</td>
</tr>
</tbody>
</table>

**TRAFFIC BARRIER ERECTOR**, includes but is not limited to:
Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

In addition to: TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 50 Miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>50 Miles and Over</td>
<td>$3.75 including Laughlin area</td>
</tr>
</tbody>
</table>

## TRUCK DRIVER

<table>
<thead>
<tr>
<th></th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEE GROUP CLASSIFICATIONS</td>
<td></td>
</tr>
<tr>
<td>Group 1</td>
<td>56.02</td>
</tr>
<tr>
<td>Group 2</td>
<td>56.12</td>
</tr>
<tr>
<td>Group 3</td>
<td>56.33</td>
</tr>
<tr>
<td>Group 4</td>
<td>56.51</td>
</tr>
<tr>
<td>Group 5</td>
<td>56.66</td>
</tr>
<tr>
<td>Group 6</td>
<td>57.01</td>
</tr>
</tbody>
</table>

Foreman $1.00 above highest paid journeyman supervised.

**TRUCK DRIVER**, includes but is not limited to:
Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work.
(Also, see descriptions listed with Truck Driver rates, if any)

## ADD ZONE RATE
In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 20 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-20 to 40 miles</td>
<td>$1.50</td>
</tr>
<tr>
<td>3-40 to 60 miles</td>
<td>$2.50</td>
</tr>
<tr>
<td>Over 60 miles</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

## WELL DRILLER

<table>
<thead>
<tr>
<th></th>
<th>Non Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Well Driller</td>
<td>71.79</td>
</tr>
</tbody>
</table>

**WELL DRILLER**, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

In addition to: Well Driller rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 20 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-21 to 40 miles</td>
<td>$2.00</td>
</tr>
<tr>
<td>3-41 to 60 miles</td>
<td>$3.00</td>
</tr>
<tr>
<td>4-over 60 miles</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

### EQUIPMENT GREASER (RACK)

<table>
<thead>
<tr>
<th>Equipment Greaser (rack)</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>72.48</td>
</tr>
</tbody>
</table>

**ADD ZONE RATE**

In addition to: EQUIPMENT GREASER (RACK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 20 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-21 to 40 miles</td>
<td>$2.00</td>
</tr>
<tr>
<td>3-41 to 60 miles</td>
<td>$3.00</td>
</tr>
<tr>
<td>4-over 60 miles</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

### EQUIPMENT GREASER (GREASE TRUCK)

<table>
<thead>
<tr>
<th>Equipment Greaser (grease truck)</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>75.07</td>
</tr>
</tbody>
</table>

**ADD ZONE RATE**

In addition to: EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 20 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-21 to 40 miles</td>
<td>$2.00</td>
</tr>
<tr>
<td>3-41 to 60 miles</td>
<td>$3.00</td>
</tr>
<tr>
<td>4-over 60 miles</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

### EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)

<table>
<thead>
<tr>
<th>Equipment Greaser (grease truck/multi-shift)</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>73.97</td>
</tr>
</tbody>
</table>

**ADD ZONE RATE**

In addition to: EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 20 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-21 to 40 miles</td>
<td>$2.00</td>
</tr>
<tr>
<td>3-41 to 60 miles</td>
<td>$3.00</td>
</tr>
<tr>
<td>4-over 60 miles</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

### TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)

<table>
<thead>
<tr>
<th>TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)</th>
<th>Union</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Tunnel, Equipment Greaser (grease truck)</td>
<td>74.69</td>
</tr>
</tbody>
</table>

**ADD ZONE RATE**
In addition to: TUNNEL, EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
- Zone 1-0 to 20 miles $0.00
- Zone 2-21 to 40 miles $2.00
- Zone 3-41 to 60 miles $3.00
- Zone 4-over 60 miles $3.50

| FIELD SOILS AND MATERIAL TESTER | See Amendment 3 | Union |
| Field Soils and Material Tester | 72.19 | 64.97 |

**ADD ZONE RATE**
In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
- Zone 1-0 to 20 miles $0.00
- Zone 2-21 to 40 miles $2.00
- Zone 3-41 to 60 miles $3.00
- Zone 4-over 60 miles $3.50

| FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER) | See Amendment 3 | Union |
| Field Asphaltic Concrete (soils and material tester) | 72.19 | 64.97 |

**ADD ZONE RATE**
In addition to: FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
- Zone 1-0 to 20 miles $0.00
- Zone 2-21 to 40 miles $2.00
- Zone 3-41 to 60 miles $3.00
- Zone 4-over 60 miles $3.50

**GROUP CLASSIFICATIONS**

**LABORER**

**Group 1**
Construction Clean-Up
Dry packing of concrete & filling of form bolt holes
File grader, highway & street paving, airport runways & similar type heavy construction
Gas & oil pipeline laborer
Guinea chaser
Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)
Laborer, packing rod steel & pans
Laborer, temporary water lines (portable type)
Landscape gardener
Nurseryman
Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials
Underground laborer, including caisson bellowers
Scaffold Erector (under 14 ft.)
Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)
Materials Handler – (incidental to trade)
Tool Crib
Light Crib
Light Tool Repairman
Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to follow the landscape plan.)
Mechanical Stabilized Earth Wall
Construction Clean Up
Certified Firewatch

**Group 2**
Asphalt raker, ironer, spreader, luteman
Buggymobile man
Cement dumper (on one yard or larger mixers & handling bulk cement)
Cesspool digger and installer
Chucktender (except tunnels)
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
Gas and oil wrapper, pot tender and form man
Making and caulking of all non-metallic pipe joints
Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
Operator of cement grinding machine
Riprap stonpaver
Roto-scraper
Sandblaster (pot tender)
Scaler
Septic tank digger and installer (lead man)
Tank scaler and cleaner
Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

**Group 3**
Cutting torch operator
Gas and oil pipeline wrapper
Gas and oil pipeline laborer, certified
Jackhammer and/or pavement breaker
Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile
Mudcutter
Concrete vibrator operator, all sizes
Rock slinger
Scaler (using bos’n chair or safety belt or power tools)
Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile.
Cement dumper (on one yard or larger mixers and handling bulk cement)
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Decorative rock installer (ponds, waterfalls, etc.)
Shotcrete/gunite

**Group 4**
Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
Head rock slinger
Powderman-blower, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
Sandblaster (nozzlemaster)
Steel header-board man

**Group 5**
Driller (core, diamond or wagon)
Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
Gas and oil pipeline fusion
Gas and oil pipeline wrappers, 6" pipe and over

**Group 6**
Miner and Bullgang

**Group 7**
Asbestos Abatement
Lead Abatement
Hazardous Waste Abatement
Petro-Chemical Abatement
Radiation Remediation
Microbial Remediation
$.50 wage rate above group III when wearing protective suite or respirator
Employees shall be properly certified and/or licensed at time of dispatch.

**OPERATING ENGINEER**, includes but is not limited to:

**Group 1**
Bargeman
Blade Operator Assistant
Brakeman
Compressor Operator
Ditch Witch, with seat or similar type equipment
Elevator Operator - inside
Engineer Oiler
Forklift Operator (under 5 Tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Pump Operator
Signalman
Steam Cleaner/Pressure Washer
Switchman

**Group 2**
Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to ¾ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

Group 3
Asphalt-Rubber Blend Operator
Bobcat or similar type (Skid Steer)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4
Asphalt Plant Fireman
Backhoe Operator (Mini-Max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5
No current classification

Group 6
Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Derrickman (Oilfield type)
Drilling Machine Operator, Bucket or Auger Types (Calweld 100
Bucket or similar types - Watson 1000 Auger or similar types -
Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)
Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, curb or gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System (below ground)
Pavement Breaker Operator (truck mounted)
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar
types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Welder - General

**Group 7**
Welder - General (Multi-Shift)

**Group 8**
Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar.
Cast in Place Pipe Laying Machine Operator
Combination Mixer and Compressor Operator (Gunite Work)
Compactor Operator - self propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator (Non Portable)
Drill Doctor
Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson
1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of
60' maximum)
Elevating Grader Operator
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman
Heavy Equipment Robotics Operator
Kalamazoo Balliste Regulator or similar type
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
PC 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Portable Crushing Plant Operator
Pumpcrete Gun Operator
Rock Drill or similar types
Rotary Drill Operator (excluding Caison type)
Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

**Group 9**
Heavy Duty Repairman (Multi-Shift)

**Group 10**
Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
Dual Drum Mixer
Heavy Duty Repairman-Welder Combination
Monorail Locomotive Operator (diesel, gas or electric)
Motor Patrol - Blade Operator (single engine)
Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
Pneumatic Pipe Ramming Tool and similar types
Pre-Stressed Wrapping Machine Operator (2 Operators required)
Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman
Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
Welder-Certified
Woods Mixer Operator (and similar Pugmill equipment)

**Group 11**
Dynamic Compactor LDC350 (or similar types)
Heavy Duty Repairman-Welder Combination (Multi-Shift)
Welder-Certified (Multi-Shift)

**Group 12**
Auto Grader Operator
Automatic Slip Form Operator
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types - Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
Hoe Ram or similar with Compressor
Mass Excavator Operator - Less than 750 cu. yds.
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engine)
Pipe Mobile Machine Operator
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
Vermeer Rock Trencher (or similar type)

**Group 13**
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

**Group 14**
Canal Liner Operator (not less than four (4) employees - Operator, Oiler, Welder, Mechanic, Grade Checker required)
Canal Trimmer Operator
Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar ($1.00) per hour additional to base rate)
Wheel Excavator Operator (over 750 cu. yds. per hour)

**Group 15**
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)
**Group 16**
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

**Group 17**
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

**Group 18**
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

**Group 19**
Rotex Concrete Belt Operator (or similar types)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

**Group 20**
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

**Group 21**
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

**Group 22**
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

**Group 23**
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

**Group 24**
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

**Group 25**
Concrete Pump Operator - truck mounted (Oiler required when boom over 105’ or 36 meters)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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**OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT**

**Group 1**
Engineer Oiler
Forklift Operator

**Group 2**
Truck Crane Oiler

**Group 3**
A-Frame or Winch Truck Operator
Ross Carrier Operator (jobsite)

**Group 4**
Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

**Group 5**
Hydraulic Boom Truck (Pitman)
Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)

**Group 6**
Bridge Crane Operator
Cretor Crane Operator
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator
Lift Slab Machine Operator (Vagtborg and similar types)
Material Hoist/Manlift Operator
Polar Gantry Crane Operator
Self Climbing Scaffold (or similar type)
Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Silent Piler
Tugger Hoist Operator (2 drum)

**Group 7**
Pedestal Crane Operator
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

**Group 8**
Crane Operator (up to and including 25 ton capacity)
Crawler Transporter Operator
Derrick Barge Operator (up to and including 25 ton capacity)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

**Group 9**
Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
Highline Cableway Operator
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)
K-Crane
Polar Crane Operator
Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator.

**Group 10**
Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)
Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

**Group 11**
Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)
Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Tower Crane Operator and Tower Gantry

**Group 12**
Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)
Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)
Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

**Group 13**
Crane Operator (over 300 tons)
Derrick Barge Operator (over 300 tons)
Helicopter Pilot
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
Mobile Tower Crane Operator (over 300 tons)

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**SURVEYOR GROUP CLASSIFICATIONS**

**Group 1**
Chainman

**Group 2**
Rodman

**Group 3**
Instrument man

**Group 4**
Global Position Systems Chainman and Rodman
Hydrographic Engineering Technician I (Chainman)

**Group 5**
Party Chief

**Group 6**
E.D.M. or Fathometer Instrument man

**Group 7**
Certified Party Chief

**Group 8**
Hydrographic Engineer Party Chief

**Group 9**
Certified Hydrographic Engineer Party Chief
Global Position Systems Party Chief

**Group 10**
Chief of Parties
Two (2) or more crews

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**OPERATING ENGINEER-Tunnel**

**Group 1**
Heavy Duty Repairman Helper

**Group 2**
Skiploader (wheel type up to ¾ yd. without attachment)

**Group 3**
Power - Driver Jumbo Form Setter Operator

**Group 4**
Dinkey Locomotive or Motorman (up to and including 10 tons)

**Group 5**
Bit Sharpener
Equipment Greaser (Grease Truck)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tugger Hoist Operator (1 drum)
Tunnel Locomotive Operator (over 10 and up to and including 30 tons)
Welder - General

**Group 6**
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar
Drill Doctor
Grouting Machine Operator
Heading Shield Operator
Heavy Duty Repairman
Jumbo Pipe Carrier
Loader Operator (Athey, Euclid, Sierra and similar types)
Mucking Machine Operator (1/4 yd.)
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Pneumatic Heading Shield (tunnel)
Pumpcrete Gun Operator
Tractor Compressor Drill Combination Operator
Tugger Hoist Operator (2 drum)
Tunnel Locomotive Operator (over 30 tons)

**Group 7**
Heavy Duty Repairman-Welder Combination

**Group 8**
No current classification

**Group 9**
Tunnel Mole Boring Machine Operator

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**TRUCK DRIVER**, includes but is not limited to:

**Group 1**
Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

**Group 2**
Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on jobsite used for transportation or more than sixteen (16) passengers), warehouse clerk.

**Group 3**
Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

**Group 4**
Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over) drivers of fuel and water trucks (6,000 gallon and over).

**Group 5**
Drivers of trucks and trailers in combination (six axles or more).

**Group 6**
All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types
of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.
EXHIBIT E
FEDERAL CONDITION FORMS

SEE ATTACHED
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: 09/25/2019

Signature: __________________________

Title: Director-Western Technologies Group

Company Name: Conti Corporation

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

1. Craig Garner, the undersigned hereby certify on behalf of Conti Corporation 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 25 day of September, 2019

By: __________________________
(Signature of Authorized Official)

Conti Corporation

(Title of Authorized Official)
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

1. The Lower Tier Participant, Conti Corporation
   [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, Conti Corporation
   [Typed Name of Contractor]


(Signature and Title of Authorized Official)

09/25/2019
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).

Craig Garner
Name of Proponent

By: 
(Signature of Authorized Representative*)

Name: Craig Garner
(Type or Print)

Title: Director Western Technologies Group

Date: 09/25/2019

*This Proponent's Assurance shall be executed by a duly authorized representative of the firm.
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**For all firms listed as Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE) or (a) firms performing the work, 60% for DBE/SBE suppliers (regular dealers) and 100% for DBE/SBE subcontractors and manufacturers are included in the bid/proposal.**
### BIDDERS LIST (REQUIRED AT BID DUE DATE)

**Project:** 17-0101-CN-1 FNG SECURITY IMPROVEMENTS AT VARIOUS LOCATIONS  
**Date:** 09/25/2019  
**Submitted by:** Craig Garner

<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>
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<tbody>
<tr>
<td>Conti Corporation</td>
<td>3965 W post RD Las Vegas NV 89118 702-222-1200</td>
<td>Non-DBE</td>
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<td>□ Less than 1 year</td>
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<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>
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<tbody>
<tr>
<td>Pyrocom Inc</td>
<td>3380 W Hacienda Ave # 107, Las Vegas, NV 89118(702) 267-7594</td>
<td>DBE</td>
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<td>□ More than 10 years</td>
<td>□ Greater than $5 million</td>
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| Flippen’s Trenching Inc. | 2645 Marion Dr, Las Vegas, NV 89115 702-643-221 | Non-DBE                                                |             |                      |
|                         |                                                    |                                                         | □ Less than 1 year                                   | □ Less than $500K |
|                         |                                                    |                                                         | □ 1-3 years                                           | □ $500K - $1 million |
|                         |                                                    |                                                         | □ 4-7 years                                           | □ $1-2 million |
|                         |                                                    |                                                         | □ 8-10 years                                          | □ $2-5 million |
|                         |                                                    |                                                         | □ More than 10 years                                  | □ Greater than $5 million |
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  Conti Corporation

Signature  

Title  Director Western Technologies Group

Date  09/25/19

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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.

(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.

4. 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.

5. CIVIL RIGHTS

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.

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29
C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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 Goal.

A mandatory SBE contract goal of 8.3% has been established for this contract. Visit the Nevada Unified Certification Program website at [http://nevadadbe.com/website/index.php](http://nevadadbe.com/website/index.php) for a database of federally certified DBE firms. All DBE-certified firms are also certified as SBEs.

d) Bidders are required to document sufficient SBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so. Good faith efforts will be evaluated as provided for in 49 CFR 26.53.

e) Award of this contract is conditioned on submission of the following concurrent with and accompanying the bid:

(i) The names and addresses of SBE firms that will participate in this contract;

(ii) A description of the work each SBE will perform;

(iii) The dollar amount of the participation of each SBE firm participating;

(iv) Written documentation of the respondent’s commitment to use a SBE subcontractor whose participation it submits to meet the contract goal;

(v) Written confirmation from the SBE that it is participating in the contract as provided in the prime contractor’s commitment; and

(vi) If the contract goal is not met, evidence of good faith efforts to do so.

f) Contractor is required to pay each subcontractor under this contract for satisfactory performance of its contracts no later than 30 days from receipt of each payment received by the prime contractor from RTC.

The prime contractor must return retainage payments to each subcontractor within 10 days after the subcontractors’ work is satisfactorily completed.
If a prime contractor determines subcontractor work to be unsatisfactory, it must notify RTC’s Liaison Officer immediately, in writing, and state the reasons. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

(g) Contractor shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RTC written consent.

(h) Contractor shall not terminate an SBE subcontractor listed in response to paragraph (e) of this section (or an approved substitute SBE firm) without RTC prior written consent.

(i) Unless RTC consent is obtained, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed SBE.

(j) Before submitting a request to terminate and/or substitute a SBE subcontractor, Contractor must give notice in writing to the SBE subcontractor, with a copy to RTC, of its intent to request to terminate and/or substitute, and the reason for the request.

(k) Contractor must give the SBE five days to respond to Contractor's notice and advise RTC and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why RTC should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), RTC may approve a response period shorter than five days.

(l) When an SBE subcontractor is terminated as provided in paragraph (f) above, or fails to complete its work on the contract for any reason, Contractor is required to make good faith efforts to find another SBE subcontractor to substitute for the original SBE. These good faith efforts shall be directed at finding another SBE to perform at least the same amount of work under the contract as the SBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

(m) The successful bidder shall make available a copy of all subcontracts. All subcontracts or agreements must be performed in accordance with the above provisions.

(n) Contractor shall supply monthly reports of DBE/SBE 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 RTC requests which would cause RTC 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 complete 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:

1. 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

2. 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 RTC, 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 General Manager and the General Manager. 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 General Manager, 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

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 RTC.

13. CLEAN AIR REQUIREMENTS

(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

(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.
1. 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.

2. 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 RTC) 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. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (contracts over $2,000)

(a) Minimum Wages
(1) All laborers and mechanics employed or working upon 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), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional
classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

3. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(e) Withholding - 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event
of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on 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), all or part of the wages required by the contract, the RTC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(f) Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers 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 any 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 written 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.

(2) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the RTC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons...
employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete.

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(e) Apprentices and Trainees

(1) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be
eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not
registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(f) Compliance with Copeland Act Requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(g) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(h) Contract Termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(i) Compliance with Davis-Bacon and Related Act Requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(j) Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(k) Certification of Eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm
ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


18. Contract Work Hours and Safety Standards

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

(a) Overtime requirements - No contractor or subcontractor 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 workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 workweek.

(b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages - 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 subcontractor 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 subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(d) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section 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 any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. BONDING REQUIREMENTS

Bid Bond Requirements (Construction over $150,000)  

(a) Bid Security

The Bidder shall submit the Bid Security with the Bid Proposal in the amount of five percent (5%) of the Base Bid pledging that the Bidder will within five (5) business days after issuance of a Notice of Award execute the RTC-Contractor Agreement as required by the Bid Documents. The Bid Security shall be in the form of the Bid Bond or, at the option of the Bidder, may be in the form of a cashier’s check, certified check or money order provided the instrument is issued in the name of the Regional Transportation Commission of Southern Nevada as the payee. The check and money order must reflect the bid number of the Project. A Bid Bond issued by an individual as the surety is not acceptable to the RTC.

If the Bid Security is a Bid Bond, it shall be issued by a surety company acceptable to the RTC. The surety company must be licensed to issue the Bid Bond by the State of Nevada Insurance Division pursuant to NRS 683A.090. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix thereto a certified and current copy of his power of attorney.

(b) Required Bonds

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds:

1. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.

2. Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the Contractor in the amount of 100% of the Contract Amount.

3. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period
of one year thereafter or for longer period if so provided in the Specifications.

(b) Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the RTC. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

(c) Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under GC.7.B (Acceptable Surety) of the Contract, the RTC may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the RTC, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the RTC to any of the remedies set forth in Section GC.10 (Breach of Contract and Remedies) of the Contract.

Bid Security – A Bid Bond must be issued by a fully qualified surety company acceptable to RTC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described hereunder.

(d) Rights Reserved – In submitting this Bid, it is understood and agreed by bidder that the right is reserved by RTC to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of RTC.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of RTC, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of RTC’s damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.
It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by RTC as provided in item (a) above shall prove inadequate to fully recompense RTC for the damages occasioned by default, then the undersigned bidder agrees to indemnify RTC and pay over to RTC the difference between the bid security and RTC’s total damages, so as to make RTC whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on the bid form, other than that requested will render the bid unresponsive.

**Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. RTC shall determine the amount of the advance payment bond necessary to protect RTC.

**Warranty of the Work and Maintenance Bonds**

(a) The Contractor warrants to RTC, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by RTC, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period as specified in the bid documents and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to RTC. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to RTC written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).
20. SEISMIC SAFETY (building construction)

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

21. 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.

22. RECYCLED PRODUCTS

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.

23. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

To the extent applicable RTC, 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.

24. 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.

Design and Construction Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

25. VETERANS PREFERENCE

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that Contractor and each of its Subcontractors:

(1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
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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<tbody>
<tr>
<td>SUBJECt: Approve Contract</td>
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<td>Petitioner: M.J. Maynard, Chief Executive Officer</td>
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<td>Regional Transportation Commission of Southern Nevada</td>
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<td>Recommendation by Petitioner:</td>
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<td>That the Regional Transportation Commission of Southern Nevada (RTC) receive a recommendation from the Evaluation Committee to select and award Contract No. 20-016, Clark County Maryland Parkway Corridor Transit-Oriented Development Plan, to MIG, Inc. in the amount not-to-exceed $249,999.00 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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<td>Goal: Enhance Mobility by Improving Transportation Choices and Facilitating Multi-Modal Connectivity</td>
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<td>Fiscal Impact:</td>
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<td>Funds are budgeted and available in the Administrative Fund for Fiscal Year (FY) 2020. Of the total contract amount, 95 percent is eligible for reimbursement from Nevada Department of Transportation funds, with a 5 percent local match.</td>
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<td>Background:</td>
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<td>On September 18, 2019, the Regional Transportation Commission of Southern Nevada (RTC) issued Request for Proposals (RFP) No. 20-016, Clark County 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. MIG, Inc. is the only firm that submitted a proposal.</td>
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<td>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.</td>
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<td>Staff recommends approval.</td>
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<td>Respectfully submitted,</td>
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M.J. Maynard
Chief Executive Officer

Respectfully submitted,

M.J. Maynard

RTC Item #31
December 12, 2019
Consent
CONTRACT NO. 20-016
CLARK COUNTY 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
This Contract is made and entered into this 12th day of December, 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 Goltsman, 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 Clark County 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. 20-016, 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 Clark County 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 $249,999.00 (Two hundred thousand forty-nine, Nine hundred ninety-nine 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. 20-016 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 **$249,999.00** (Two hundred thousand forty-nine, Nine hundred ninety-nine 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.
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. 20-016 and any addenda thereto; and (3) the Contractors proposal in response to RFP No. 20-016, 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 WHOMS 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 subconsultants/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 subconsultants/subcontractors privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subconsultants/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.                                           REGIONAL TRANSPORTATION COMMISSION

By: CHRISTOPHER J. BEYNON                           OF SOUTHERN NEVADA
    Chief Development Officer

By: LAWRENCE L. BROWN III
    Chairman

APPROVED AS TO FORM:                                ATTEST:

By: RTC General Counsel                             By: MARIN DUBOIS
    Management Analyst
INTRODUCTION
The RTC and Clark County 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 13 potential stations and develop station area plans (in a consolidated report) for at least three (and no more than four) top priority stations (based primarily on an assessment of market readiness).

PROJECT STUDY AREA
The Maryland Parkway Corridor Study Area extends for 3.8 miles from Sahara Avenue south to Russell Road.
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 Maryland Parkway Corridor within Clark County. Importantly, this effort must also provide Clark County 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 Clark County 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 County. 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. The MIG Team will administer and coordinate the following project tasks for the Maryland Parkway Corridor TOD Plan that will include:

1. Perform day-to-day administration work, monitor schedules, and prepare monthly progress reports, invoices, and billing;

2. Meet with, Clark County, City of Las Vegas and RTC staff by phone to review plan progress, tasks, and milestones every other week or more when needed;

3. Organize and coordinate project status meetings once a month or as needed with a Stakeholder Advisory Workgroup (SAW) that will include agendas, materials, notices, and meeting notes:
   a. The majority of the meetings would be scheduled in person with the Consultant.
   b. Work closely with Clark County, City of Las Vegas, and RTC staff to develop the SAW member list
4. Organize and coordinate project status meetings once a month or as needed with a multiagency staff workgroup (MSW) that will occur depending on the agenda and/or milestones and that will include agendas, materials, notices, and meeting notes;

5. Submit all preliminary reports, maps, concept designs, and other work products to Clark County and RTC project managers for review and revision prior to the circulation of these materials to other entities;

6. Meet monthly or as needed with the MSW made up of members from Clark County staff, the consultant, and RTC staff:
   a. The majority of the meetings would be scheduled in person with the consultant.
   b. Co-scheduling meetings with the SAW will occur depending on the agenda and/or milestones.
   c. Schedule joint MSW meetings with the CLV MSW group when needed

7. Present project to Clark County and RTC committees for review and feedback at key milestones in the study. Jay Renkens will present when RTC and Clark County staff identify potential meetings that could include:
   a. Clark County Board of County Commissioners
   b. Clark County Planning Commission
   c. Paradise Town Advisory Board
   d. Winchester Town Advisory Board
   e. Metropolitan Planning Subcommittee (MPS)
   f. Executive Advisory Committee (EAC)
   g. Regional Transportation Commission (RTC)

8. Coordinate with all other projects along and around the Maryland Parkway corridor, as needed.

9. 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:
   a. Southern Nevada Strong Regional Plan (SNS)
   b. Regional Transportation Plan: Access 2040 (RTP)
   c. Regional Bicycle and Pedestrian Plan (RBPP)
   d. On Board Mobility Plan (underway)
   e. TOD Briefing Book - Created a TOD Typology that established a regional vision
   f. Vision 2045 Downtown Las Vegas Master Plan (2016)
   g. Maryland Parkway Corridor Environmental Assessment (underway)
   h. Winchester/Paradise Land Use Plan
   i. Clark County Title 30
   j. Atlanta Regional Commission TOD Implementation Strategy Assistance
   k. Go Triangle Transit-Oriented Guidebook
   l. Additional studies/plans identified

The results of the literature review will be integrated into the Task 2 deliverable.

Task 2: Existing Conditions & Needs Assessment

A. The MIG Team will collect and summarize any data necessary to evaluate existing transportation and land use conditions and recommend improvements within the Project Study Area. Elements that should be evaluated may include but not limited to:
   1. Inventory of existing land uses;
   2. Market analysis, including identification of opportunities for investment in TOD;
   3. Demographic makeup;
4. Economic development opportunities (including Opportunity Zones);
5. Existing infrastructure conditions;
6. Housing options (inventory of dwelling units and types);
7. Vacant land;
8. Current and future public transit access;
9. Evaluation of existing transportation network, including traffic volumes, crash data, parking inventory, etc.;
10. Connectivity (pedestrian, bicycling, and other), mode split, and circulation;
11. Major barriers to connectivity;
12. Any impediments to the use of alternative modes of transportation;
13. Health indicators for populations within the Study Area;
14. Ownership patterns with an emphasis on public vs. private; and
15. 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 Clark County 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.

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, within the corridor. An analysis will also provide a foundation to guide public and private investment within station areas. The alignment includes the Maryland Parkway Corridor from Sahara Avenue to Russell Road. This area has significant population, employment, and transit ridership. The corridor also has significant activity centers and is one 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 13 station areas from “ready” to “not ready” based on best practices methodology. 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; and

2. Through an initial market analysis and with Clark County and RTC direction, identify the top three or four station areas that are ready for or close to TOD creation which may be major activity centers for the corridor.
B. Market analysis of TOD readiness at station areas:
   1. Assess property values, commercial and residential rent, block and lot-level patterns of
development (micro-scale analysis) in pre-identified focus areas/ Station Areas (1/4 mile
from transit stops);
   2. Existing & future demographics;
   3. Inventory of existing and future public infrastructure needs;
   4. Current Zoning and recommended changes based on the TOD typology;
   5. 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 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 build 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.

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 various
income levels. Part of this task will focus on enhancing mixed-use development so residents of
any income level have other transportation options to commute and take care of daily needs. The
Workforce Housing Plan should include but not limited to:
   1. Evaluation of corridor-specific affordable housing needs and supply;
   2. Plans and policies to preserve and increase affordable housing in region and/or corridor;
   3. Adopted financing tools and strategies targeted to preserve and increase affordable
housing in the region and/or corridor;
   4. Evidence of developer and public sector activity to preserve and increase affordable
housing in the corridor;
   5. 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.

Task 5: Station Area TOD Plans

While all three or four 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 5 also includes the need to create excitement around transit in the region, as well as the merits of TOD along BRT.

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 or four 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 Transportation Network Company (TNC) access.

Develop high level conceptual designs for three or four 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.

A. Based on the existing conditions, the initial needs assessment and public/stakeholder input, the Consultant will draft a TOD plan for each identified station areas that:
   1. Aligns with Title 30 and the Midtown Maryland Parkway District principles that have been adopted by Clark County;
   2. Align with the parallel Maryland Parkway Corridor TOD Plan effort being undertaken by the City of Las Vegas;
   3. Identify 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;
   4. Develops goals and strategies for the station areas that makes use of Euclidean or Form-Based code principles that will increase density for housing and commercial/office and enhances pedestrian and bicycle connections to fixed-guideway
transit stations.

B. The Plan should provide an analysis of potential future land use mixes utilizing Euclidean or Form-Based code principles 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 should also identify possible investment strategies and policies to leverage the desired and 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 which may include but not limited to:
   1. Concentration of development around established activity centers and regional transit;
   2. Open spaces (i.e., courtyard, plazas, pocket parks, etc.)
   3. Plans and policies to enhance transit-friendly character of Station Area development;
   4. Plans to develop pedestrian facilities and enhance disabled access;
   5. Parking policies allowances for reductions in parking and traffic mitigation for development near station areas, plans for park-and-ride lots, parking management;
   6. Zoning ordinances that support increased development density in transit station areas;
   7. Zoning ordinances that enhance transit-oriented character of a Station Area development and pedestrian access;
   8. Regulatory and financial incentives to promote transit-supportive development;
   9. Adaptability of a Station Area for transit-supportive development;
   10. Economic Development

D. Development of TOD typology and a model TOD ordinance that can be enacted at a Station Area, district level, corridor wide, or be transferrable to other locations outside of the corridor that includes but not limited to:
   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 bikeability, 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 streets and block patterns, building placement, building orientation, and height;
   7. Station Area access and mobility;
   8. Preservation and enhancement of existing facilities;
   9. Applicable components shall include standards for buildings, placement, frontages, parking, civic space, use tables, and a regulating plan or map.

E. The TOD topology should be compatible and can be utilized to take TOD Station Area plans to implementation.

Task 6: Value Capture Toolkit
The MIG Team will identify and quantify opportunities for Value Capture. 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 of 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.

A. Based on the existing conditions & needs assessment and public/stakeholder input, the Consultant will draft a value capture toolkit that indicates the cost recovery and value that TOD and transit helps create. The Plan will identify current 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 Clark County 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 2 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 County 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 Clark County and the RTC, this Plan can build upon the County’s 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 at RTC, CLV and Clark County to track the chosen metrics on an ongoing basis. Measurements will likely include:
  1. Annually track housing numbers, density and types of units;
  2. Annually track % of affordable housing units;
  3. Annually track % of mixed-use development;
  4. Biannually track employment numbers, density and types;
  5. Annually track transit ridership numbers (subsidized & non subsidized);
  6. Biannually track sidewalks, bicycle lanes & overall streetscape infrastructure;
  7. Annually track property values, assessments, rents, lease/ownership and occupancy for value capture opportunities;
  8. Biannually track parking inventory;
  9. Biannually track socioeconomic and demographic data, etc.;
  10. Any additional relevant metric proposed by the Consultant.

Task 8: Community / Stakeholder Engagement

As a participatory planning firm since its inception, MIG 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 entertainment 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 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 shall develop a public engagement plan at the onset of the project in coordination with stakeholders, Clark County, 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. 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 Consultant 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 any dialect of significance that is identified through the existing conditions and needs assessment. 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.


D. Community engagement early on 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 county, and the community.

E. A community engagement plan will include the minimum 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.

2. Identify Target Audiences, including:
   a. Local governments/elected officials;
   b. Land owners in and near the Study Area;
   c. All business with special emphasis to 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. Community of color and/or ethnically diverse;
   k. Advocacy groups;
   l. Homeowners’ or Neighborhood Associations;
   m. Others identified during the plan development.

3. The Stakeholder group should include, but not be limited to:
   a. Neighborhood Associations and Historic neighborhood groups located along Maryland Parkway;
   b. Boulevard Mall;
   c. University of Nevada Las Vegas (UNLV);
   d. Maryland Parkway Coalition – An active community organization of businesses,
business owners, and residents in the area;

e. Las Vegas Metro Chamber of Commerce;
f. McCarran International Airport;
g. Sunrise Hospital.

4. The Consultant will generate all project materials for advertising and marketing including:
a. The Consultant will incorporate existing projects/initiatives and RTC and County logos for the project;
b. The Consultant will incorporate RTC and Clark County brand standards as a template for boards, presentations, and other project materials;
c. The consultant will use approved templates for all presentations and outreach documents.
d. 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.
e. Social media accounts and websites used for this project will be the existing RTC and Clark County accounts. The consultant team will be responsible for creating content for posting and the RTC and Clark County will post materials on social media.
f. Project outreach toolkit should include but not limited to:
   I. Fact Sheets;
   II. Content and graphics for a project webpage (Clark County and RTC);
   III. Flyers for outreach and events;
   IV. PowerPoint presentations about the study;
   V. Survey promotion cards.
g. Presentation boards, handouts, and materials for all outreach events;
h. The Consultant will incorporate/provide content to existing RTC and Clark County project websites and email addresses for the project;
i. Social media accounts and websites used for this project will be the existing Clark County and RTC accounts. The Consultant will be responsible for creating content for posting and Clark County and RTC will post materials on social media;
j. Clark County and/or RTC will arrange and host meeting rooms and locations at no cost to the Consultant;
k. The Consultant will handle all printing larger than 11x17 inches;
l. Clark County and RTC will handle all printing needs at a size of 11x17 inches or less.

5. Clark County and the RTC will share in point of contacts for all public inquiries and distributions. The RTC and the Clark County will review and provide feedback on all project outreach materials

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, land owners, and community groups. 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.

A. 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.

B. 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 County, and the community.

**Task 9. Final Plan**

The Maryland Parkway TOD Development Plan, consists of all components identified under Tasks 1-8:

A. A Final plan due by December 2020 for review and comment by RTC and Clark County;

B. The Plan addressing all items detailed in the scope of services including:
   1. Development of a final plan summarizing existing conditions, market analysis, recommended development and infrastructure projects, and implementation strategy, as described in Tasks 1-8;
   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 Clark County 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. Six (6) hard copies, 1 electronic format.
EXHIBIT B - PRICES/COSTS/DELIVERABLES SCHEDULE

The not-to-exceed budget for all services shall be $249,999.00 (Two hundred forty-nine thousand, Nine hundred ninety-nine dollars 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

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<th>Scope Tasks / Deliverables (per Proponent’s submitted Work Plan)</th>
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<td>Task 7. Performance Measures template</td>
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<td>Task 8. Community / Stakeholder Engagement</td>
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**Note:** The costs submitted herein should be based on the actual work plan and associated tasks & deliverables submitted by the Proponent in their proposal.

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*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 Consultant’s insurance shall be primary as respects the RTC, its officers and employees.

4. Endorsement/Cancellation: The Consultant’s general liability insurance policy shall be endorsed to recognize specifically the Consultant’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 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. 20-016; Project Title: CLARK COUNTY 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

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<td>FIRE DAMAGE (Any one fire)</td>
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<td>PROFESSIONAL LIABILITY</td>
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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 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
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.

b. Age - In accordance with section 4 of the Age Discrimination in Employment
U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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.

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.
October 16, 2019

Tonita Brown, Purchasing and Contracts Analyst/DBE Liaison Officer
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106

Re: RFP No. 20-016 Clark County Maryland Parkway Corridor Transit-Oriented Development Plan

Dear Ms. Brown and Selection Committee Members:

Clark County and RTC are tackling an exciting and challenging BRT and TOD planning and implementation effort for the Maryland Parkway Corridor south of Sahara Boulevard. When paired with the similar effort that is just beginning for the City of Las Vegas portion of the corridor, this effort has the potential to dramatically transform this critical transit connection and the properties along it. This proposal will highlight many opportunities and challenges that face all of Maryland Parkway, as well as those that are unique to Clark County’s portion of Maryland Parkway.

Maryland Parkway south of Sahara Boulevard does have a variety of notable assets that may provide the nucleus for successful transit-supportive development, but it also is the furthest from realizing that future due to the existing built form on both public and private sides. In addition, the budget for developing TOD plans for this portion of the corridor is significantly less than the resources available for concurrent City of Las Vegas TOD planning effort.

The Clark County portion of Maryland Parkway has many physical challenges as well, including:

» The overall development pattern does not support pedestrian or bicycle connectivity;
» Few, if any, choice transit riders and even fewer people choosing to stroll along these segments of Maryland Parkway;
» Extremely large "blocks" and infrequent crossing opportunities;
» The majority of properties are auto-oriented businesses with multiple curb cuts and street-facing parking lots;
» A large number of small parcels and individual property owners, tenants and other stakeholders;
» A real risk that commercial and residential tenants may not “fit” into TOD if strategies aren’t employed to help mitigate increased costs and disruption to business as usual;
» Disruptions to existing businesses associated with construction; and
» A general lack of cohesiveness and identity along Maryland Parkway.

Parking is also a major topic that has been identified by past planning efforts and studies as a potential obstacle to TOD in this portion of the Maryland Parkway corridor. Our team has experience helping develop an incremental and phased approach to transitioning an auto-oriented corridor to a transit supportive set of nodes and segments over time. We are prepared to coordinate with the concurrent Comprehensive Planning process and Code Update, as well as integrate previous work on overlays and other tools to ensure that parking cars does not get in the way of creating walkable TOD.
The County and RTC can leverage institutional anchors along this portion of the Maryland parkway corridor, including the airport, UNLV, the Boulevard Mall, Sunrise Hospital, and the Convention Center to help build stronger identities for the priority station areas and segments of the corridor, and to help build momentum with the countless other stakeholders along Maryland Parkway.

MIG 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. Our 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 participated in several studies along Maryland Parkway where we focused land use, urban design, and TOD opportunities. 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.

We have augmented our team with the inclusion of four subconsultants, three of which are local firms. Nelson\Nygaard is our mobility expert who are currently priming the On Board Mobility Plan and bring industry leading planning for multimodal connections and transit supportive environments. The JABarrett Company will provide market analysis, housing strategy, and mechanisms for value capture around station areas. Purdue Marion & Associates will collaborate with MIG on 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 provide conceptual station design services for our team.

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. He is also the Project Manager assigned to the CLV Maryland Parkway Corridor TOD Plan. 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

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, as well as our enthusiasm for TOD to advance this ground-breaking work for Clark County.

Sincerely,

Jay Renkens, AICP  
Principal-in-Charge
MOORE IACOFANO GOLTSMAN, INC.

Business Entity Information

- **Status**: Active
- **File Date**: 8/26/2014
- **Type**: Domestic Corporation
- **Entity Number**: E0439942014-1
- **Qualifying State**: NV
- **List of Officers Due**: 8/31/2019
- **Expiration Date**: N/A
- **NV Business ID**: NV2014154657
- **Business License Exp**: 8/31/2019

Registered Agent Information

- **Name**: NORTHWEST REGISTERED AGENT, LLC.
- **Address 1**: 401 RYLAND ST STE 200-A
- **City**: Reno
- **State**: NV
- **Zip Code**: 89502
- **Agent Type**: Commercial Registered Agent - Limited-Liability Corporation
- **Jurisdiction**: Wyoming
- **Status**: Active

Financial Information

- **No Par Share Count**: 281,000.00
- **Capital Amount**: $0.00
- **Total Authorized Capital**: $0.00

Officers

- **President**: DANIEL S IACOFANO
  - **Address 1**: 101 QUEENS ROAD
  - **City**: Berkeley
  - **State**: CA
  - **Zip Code**: 94709
  - **Status**: Active
- **Treasurer**: CHRIS BEYNON
  - **Address 1**: 920 MADISON STREET
  - **City**: Albany
  - **State**: CA
  - **Zip Code**: 94706
  - **Status**: Active
- **Secretary**: CAROLYN M VERHEYEN
  - **Address 1**: 100 ADOBE CANYON ROAD
  - **City**: Kenwood
  - **State**: CA
  - **Zip Code**: 95452
  - **Status**: Active

Actions/Amendments

- **Action Type**: Articles of Incorporation
  - **Document Number**: 20140613436-60
  - **No of Pages**: 2
  - **File Date**: 8/26/2014
  - **Initial Stock Value**: $0.00
  - **Total Authorized Capital**: $0.00

- **Action Type**: Initial List
  - **Document Number**: 20140613445-70
  - **No of Pages**: 1
  - **File Date**: 8/26/2014
  - **Effective Date**: (No notes for this action)

- **Action Type**: Annual List
  - **Document Number**: 20150358874-63
  - **No of Pages**: 1
  - **File Date**: 8/10/2015
  - **Effective Date**: (No notes for this action)

- **Action Type**: Annual List
  - **Document Number**: 20160355686-42
  - **No of Pages**: 1
  - **File Date**: 8/10/2016
  - **Effective Date**: (No notes for this action)

- **Action Type**: Annual List
  - **Document Number**: 20170286297-84
  - **No of Pages**: 1
  - **File Date**: 7/3/2017
  - **Effective Date**: (No notes for this action)

- **Action Type**: Annual List
  - **Document Number**: 20180380650-93
  - **No of Pages**: 1
  - **File Date**: 8/29/2018
  - **Effective Date**: (No notes for this action)

NEVADA BUSINESS LICENSE

CONTENTS

02 Exceptions to the RFP / Contract
03 Staffing Plan • Organization Structure
04 Qualifications • Experience • Past Performance
05 Work Plan
06 Local Knowledge
07 Interviews
08 Price Proposal
09 Federal Conditions
10 Organizational Conflict of Interest Statement
11 Disclosure of Ownership Form
12 Appendices

* not considered in the page count
MIG, Inc. has reviewed the RFP and Sample Contract and have no exceptions or proposed revisions.
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 Clark County. 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. The team we have identified for this joint effort with RTC and partners from Clark County is consistent with the team that has been selected to provide a TOD Plan for the Las Vegas portion of the Maryland Parkway corridor, along with RTC and partners from the City of Las Vegas. In addition to efficiency benefits, we feel this continuity in staffing and team organization will allow for the most effective short and long-term outcomes across the entire Maryland Parkway corridor.

Our team members have worked together on many similar TOD projects. Our extensive local, regional, and national experience will result in targeted solutions for the Maryland Parkway Corridor TOD Plan. Detailed resumes for the MIG Team’s key personnel are provided in the following pages.

**Team Organization Chart**

<table>
<thead>
<tr>
<th>PROJECT MANAGEMENT</th>
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<tbody>
<tr>
<td>Jay Renkens, AICP</td>
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<tr>
<td>Andrew Rutz, CNU-A</td>
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<td>Principal-in-Charge</td>
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<td>Project Manager</td>
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<td>MIG, Inc.</td>
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<th>LAND USE AND URBAN DESIGN</th>
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<th>MOBILITY AND INFRASTRUCTURE</th>
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<tr>
<td>David Fields, AICP</td>
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<tr>
<td>George Slater</td>
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<td>Tracy McMillan, PhD, MPH</td>
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<td>NelsonNygaard</td>
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<td>Anil Verma, FAIA</td>
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<td>James Keenan, SITES AP ASLA</td>
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<td>Anil Verma Associates</td>
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<tr>
<th>MARKET ANALYSIS, HOUSING, AND VALUE CAPTURE</th>
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<td>James A. Barrett, CPA</td>
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<td>Lynn Purdue</td>
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<tr>
<td>Bill Marion</td>
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<tr>
<td>Purdue Marion &amp; Associates</td>
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</table>
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 and he is the Principal-in-Charge for the CLV portion of the Maryland Parkway TOD Plan.

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 Corridor Study, Denver, CO
» Downtown Regional Center SubArea Plan, San Antonio, TX
» 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 Lone Tree SubArea Master Plan, Lone Tree, CO
» Theatre District Station Concept Design, Denver, CO
» Complete Streets Policy and Standards, Henderson, NV

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

EDUCATION
MURP, Portland State University
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» OnBoard: High Capacity Transit Plan, Las Vegas and Clark County, NV
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» Denver Moves: Broadway-Lincoln Corridor Study, Denver, CO
» Downtown Regional Center SubArea Plan, San Antonio, TX
» 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
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» Denver Moves: Broadway-Lincoln Corridor Study, Denver, CO
» 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

*Experience prior to joining MIG
EDUCATION
MRP, University of Pennsylvania, Philadelphia
BS, Environmental Resource Management, Pennsylvania State University, University Park

REFERENCES
Lisa M. Corrado, AICP
Assistant Director
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Lisa.Corrado@cityofhenderson.com
702.267.1507

Bruce Kemp
Caltrans Planning Public Engagement Program Manager
Office of Regional Planning
bruce.kemp@.dot.ca.gov
916.654.2389

EDUCATION
MCRP, University of Oregon
BIA, University of Nevada

REGISTRATIONS
AICP Certified Planner

REFERENCES
Thara Johnson, Senior Planner
City of Burien
206.436.5574
TharaJ@burienwa.gov

Levi Roberts, AICP, Strategic Planner
Utah Transit Authority
lroberts@rideuta.com
801.287.2918

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

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
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
» Maryland Parkway Environmental Assessment, Las Vegas and Clark County, NV
» Pittman Healthy Neighborhood Plan, Henderson, NV
» Peoria Station Catalytic Project, Denver, CO
» Denver TOD Strategic Plan, Denver, CO

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
» RidgeGate Lone Tree City Center Subarea Plan, Lone Tree, CO
» San Antonio Subarea Planning, San Antonio, TX
» Blueprint Denver, Denver, CO
» Nishi Davis Gateway, Davis, CA
» Indianapolis Regional Activity Centers, Indianapolis, IN
» 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
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 I 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, Ph.D., 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
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, Southern Nevada Strong Program Management
> 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
> Public Private Partnership Potential and Recommended Approach for Transit Oriented Development investment along Maryland Parkway/Downtown Las Vegas, Las Vegas, NV
> Planning and Event Facilitation for Salt Lake City/Utah Transit Authority Transit Oriented Development Tour, Salt Lake City, UT

EDUCATION

Bachelor of Geography, Minor Asian Studies, Brigham Young University
Master Of Geography and Urban Planning, Brigham Young University

REFERENCES

Tad McDowell
University of Nevada, Las Vegas
Director of Parking and Transportation
702.895.5531
 tad.mcdownell@unlv.edu

Angela Castro
RTC of Southern Nevada
Chief Strategy Policy and Marketing Officer
702.678.1552
 castroa@rtcsnv.com
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
» Auburn Commuter Rail Station and Transit Center, Auburn, WA
» Kamehameha Highway Stations Group, Honolulu Authority for Rapid Transportation, Honolulu, HI
» 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.

MIG has already been selected to develop the City of Las Vegas Maryland Parkway Corridor Transit-Oriented Development Plan and is ready to offer the same team for the Clark County portion of the corridor. As previously stated, this continuity will allow our team to work closely with RTC, the County and key stakeholders to leverage a relatively lean budget to create a plan propels TOD forward in Clark County and the region.

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.

Anil Verma Associates
34 YEARS IN OPERATION
444 South Flower St., Ste 1688  |  Los Angeles, CA 90071
Anil Verma Associates, Inc. (AVA) is a well-known and respected A/E firm that has been performing design, program management, construction management, assessments, evaluations, planning, and landscape architecture services for more than 30 years. Since its inception in 1985, Anil Verma Associates, Inc. has worked on multiple Transit Facilities Projects: Intermodal Transit Stations and Buildings, Yards and Shops, Mainline and Yard Infrastructure Projects, Parking and Intermodal Access, as well as Systems Integration and Engineering Projects during the design and construction phases. They offer A-E services from the development of initial project concepts and budgets to engineering, construction management, and turnover of completed facilities.

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>
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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@aa2gov.org">rhess@aa2gov.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, feasibility 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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<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 702.678.1552 <a href="mailto:castroa@rtcsnv.com">castroa@rtcsnv.com</a></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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<tr>
<td>TOD Livability Programs Review</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:pop@ClarkCountyNV.gov">pop@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 (KHSG), 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@honoaul.gov">ilee@honoaul.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>
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</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.

COLLABORATORS

NelsonNygaard | JABarrett Company
Purdue Marion & Associates
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 FASTTRACKS 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.
QUALIFICATIONS  •  EXPERIENCE  •  PAST PERFORMANCE

Colfax BRT Corridor Study  
DENVER, COLORADO

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 allay 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)

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-and-ride lot/bus transit center.
Work Plan

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 Clark County.

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 3.8-mile Maryland Parkway Corridor within the Clark County. Knowing that a similar effort is being undertaken along the 5.6 mile Maryland Parkway Corridor within the City of Las Vegas, this effort must progress in lockstep with that project to ensure that the corridor’s potential is assessed holistically. Importantly, this effort must also provide Clark County 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 Clark County staff, as well as key user groups, such as the Stakeholder Advisory Workgroup (SAW), and the Multi-agency 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 County. 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. These meeting windows will be carefully coordinated with those for the RTC and City of Las Vegas effort along the corridor, so as to maximize coordination touchpoints and further enhance project continuity.

**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.** We believe regular communication and consistent and efficient coordination are paramount. Our team will meet and correspond with Clark County 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 system provides a basis for evaluating actual staff hours against estimated expenditures. Status reports will be provided regularly.

**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 Clark County 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, as well as the work MIG and team members completed as part of the SNS Demonstration Projects and the Maryland Parkway Environmental Assessment.

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.
- **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 station focus areas (1/4-mile from stops);
  - 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 along this section of the corridor.

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.

### 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, 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.

Using this work as a framework, our team will assess the viability of a relatively consistent approach to regulating and guiding development along the Maryland Parkway Corridor. The County’s concurrent Comprehensive Plan and Code Update process provides an additional opportunity to explore tools to deliver the types of high-quality built environment results that can, and should, be expected in proximity to high-capacity transit station investments.
The incentive results when a clearly articulated vision that supports walking, biking, and high-capacity transit is coupled with policy and regulatory tools that ensure a high degree of livability, and providing a vibrant, compact, mixed use, urban area that is key to successful transit supportive development. The tools must focus on key principles of TOD success (mixed-use, medium-to-high density development, complete streets, etc.), as well as retrofits to critical infrastructure to support higher intensity development and provide new pedestrian and bicycle connections that are relatively minimal today.

**TASK 5: VALUE CAPTURE TOOLKIT**

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.

JABarrett will draft a value capture toolkit that indicates the cost recovery and value that TOD and transit helps create. In coordination with RTC and the County, 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 Clark County 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.
W O R K P L A N

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 south of Sahara Avenue to Russell Road 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 Clark County 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.

APPRAISAL 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—being mindful of translation needs in Spanish, Tagalog, and other dialects of significance that are identified through the existing conditions and needs assessment. Participation will be encouraged 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. Given the limited budget for this effort, our team feels that we are uniquely positioned to promote both quality as well as quantity in terms of public input and participation in this effort. If selected, we intend to be strategic in our outreach approach; finding opportunities for both of the Maryland Parkway Corridor projects that RTC is undertaking to share resources, host joint meetings, and work to brand the efforts as a coordinated, corridor-wide approach, as opposed to separate, but connected efforts.
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 Sunrise Hospital and Medical Center, the Convention Center, UNLV, the Boulevard Mall, the Maryland Parkway Coalition, 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. We will leverage our successful model of pop-up workshops and activities in this section of the corridor to create inclusive opportunities for participation. For instance, we could use over-sized Legos in workshops where participants are asked to “design” their TOD station under a variety of criteria.
06

Local Knowledge

The Clark County portion of the Maryland Parkway Corridor Transit-Oriented Development Plan is arguably the more challenging portion of a corridor-wide effort to analyze all proposed stations along the Valley’s first full Bus Rapid Transit (BRT) corridor and develop TOD plans and accompanying tools for the priority stations. The Clark County portion of the corridor does have a variety of notable assets that may provide the nucleus for successful transit-supportive development, but it also is the furthest from realizing that future due to the existing built form on both public and private sides. In addition, the budget for developing TOD plans for this segment of the corridor is significantly less than the resources available for the City of Las Vegas portion of the corridor.

In order to develop a framework for priority station areas and adjacent development along the County’s portion of the Maryland Parkway BRT corridor, the MiG Team will work with RTC and the County to leverage the work already contracted for the City of Las Vegas portion of the corridor. There are efficiencies that only the MiG Team can realize in terms of expanding the scope of tasks to include a larger geography and utilizing portions of the engagement process for both efforts. Linking the two projects into one cohesive process with distinct but coordinated tools for each jurisdiction is a clear path to successful completion of the planning efforts and short and long-term implementation.

The Maryland Parkway TOD corridor south of Sahara Boulevard comprises distinct segments and geographic districts along the corridor with unique qualities and demographic characteristics. Each key segment has an anchor that can help to provide identity and focus that will help to catalyze TOD in each area differently. These include, but may not necessarily be limited to:

- Sunrise Hospital and Medical Center
- Boulevard Mall
- University of Nevada-Las Vegas (UNLV)
- McCarren International Airport

The Clark County portion of the corridor is especially challenging for a number of reasons. First of all, the overall development pattern does not support pedestrian or bicycle connectivity. While there are a number of transit-dependent individuals who can be seen walking along the corridor out of necessity, there are few, if any, choice riders and even fewer people choosing to stroll along these segments of Maryland Parkway. Contributing factors include less than adequate sidewalks and pedestrian amenities, extremely large “blocks”, infrequent crossings, and no shortage of auto-oriented businesses with multiple curb cuts and street-facing parking lots.

Another challenge for the corridor involves the large number of small parcels and individual property owners, tenants, and other stakeholders. While there are the handful of large property owners mentioned above that anchor the various segments of the corridor, there are hundreds of individual stakeholders occupying the spaces between them. This poses problems for outreach and coordination, land assembly, and equitable TOD.

While the majority of existing development along the Clark County portion of the corridor is commercial, there are sections of residential, especially to the south. For both commercial and residential stakeholders, there is a real risk that they may not “fit” into TOD if strategies are not employed to help mitigate increased costs and disruption to business as usual. The timing and phasing of construction alone may pose significant challenges for many businesses that operate on relatively small margins.

A final challenge for this portion of the corridor that we’ll highlight here includes the general lack of cohesiveness and identity along Maryland Parkway. This can pose a significant challenge for placemaking, particularly when considering that a good portion of the corridor will evolve and redevelop slowly and incrementally over time. It will be important when identifying the priority station areas to consider the opportunities to brand each TOD differently and the ease of making that happen.
There are many sections of the corridor where neighbors seem to be simply trying to outdo each other to grab the attention of people moving along the corridor.

And then there are the challenges facing the entire corridor that we highlighted in our submittal for the CLV Maryland Parkway Corridor TOD Plan. These are largely related to the Maryland Parkway Corridor being the first true BRT in the Valley and the prioritized station areas being the first TOD in Southern Nevada. Challenges include:

- Skepticism about how effective a model from other places around the country can be in the Las Vegas metro area. This may be even more pronounced for the Clark County portion of the corridor;
- There is a general lack of understanding of what TOD is or can be and how it compares to existing development patterns 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 the Valley;
- 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; and
- RTC and Clark County are relatively new to station area planning and TOD, so this effort will need to serve as a model for future planning efforts.

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 Clark County. In addition to being the team selected to lead the City of Las Vegas study by the same name and scope of work, our team has national experience in planning and implementing TOD for bus rapid transit, light rail, and streetcar. Our team has also 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, 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.

Our team is prepared to tackle the challenges highlighted here for Clark County’s portion of the corridor and for the Maryland Parkway Corridor as a whole. In the Clark County portion of the corridor, it will be especially important to make strategic infrastructure investments outside of just BRT and its accompanying stations, and to ensure that public and private investments are aligned. The positive market response generated by transit infrastructure investment will be compounded by similar land value responses generated by other necessary infrastructure and amenity investments. Therefore, the potential upside and risks associated with a transformation of the Clark County portion of the Maryland Parkway corridor are high.

The market relationship between infrastructure and land value is typically well understood by land owners and sometimes 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. Our team is prepared to use these tools to our advantage in catalyzing equitable and inclusive changes at the priority stations along the study corridor.

The public engagement plan will also 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 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. Our approach is based on coupling the efforts for Clark County with those contracted as part of the CLV TOD planning effort to maximize coordination and efficiency.
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. 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.

10/15/2019

Jay Renkens
Typed or Printed Name
Principal
Title

MiG, Inc.
Company Name
518 17th Street, #630, Denver, CO 80202
Company Address
Disclosure of Ownership

Type of Business:
- [ ] Individual
- [ ] Partnership
- [ ] Limited Liability Company
- [ ] Corporation
- [ ] Trust
- [ ] Other

Business Name:
Moore Iacofano Goltsman, Incorporated
dba MIG, Inc.

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).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel S. Iacofano</td>
<td>President, Chief Executive Officer and Chief Financial Officer</td>
</tr>
<tr>
<td>Carolyn M. Verheyen</td>
<td>Vice President, Secretary &amp; Chief Operating Officer</td>
</tr>
<tr>
<td>Christopher Beynon</td>
<td>Treasurer and Chief Development Officer</td>
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</tbody>
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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: ____________________________  Print Name: Jay Renkens
Date: October 15, 2019
CERTIFICATION REGARDING LOBBYING

I, Jay Renkens, Principal of MIG, Inc., 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 15th day of October, 2019

By: [Signature of Authorized Official]

Principal

(Signature of Authorized Official)
CERTIFICATION REGARDING LOBBYING

1. Leah Riley, Managing Director, the undersigned hereby certify on behalf (Typed Name and Title of Company Official)
   of Nelson\Nygaard Consulting Associates, Inc. (Typed Name of 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 10/07/2019 day of October, 2019

   By:

   (Signature of Authorized Official)

   Managing Director

   (Title of Authorized Official)
CERTIFICATION REGARDING LOBBYING

I, Jacob L. Snow, Principal _______________________________, the undersigned hereby certify on behalf of The JABarrett 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 or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Executed this 10/07/2019 day of October, 2019

Jacob L Snow
2019.10.07 12:07:14 -07'00'
11.0.23

By: ________________________________
(Signature of Authorized Official)

Principal

(Title of Authorized Official)
CERTIFICATION REGARDING LOBBYING

I, Lynn Purdue, Partner, the undersigned hereby certify on behalf
(Typed Name and Title of Company Official)
of Purdue Marion & Associates to the best of his or her knowledge
(Typed Name of Company)

and believe 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 10/07/2019 day of ______________, 2019.

By: Lynn Purdue

(Signature of Authorized Official)

Date: 2019.10.07 09:08:08 -07'00'

Partner

(Title of Authorized Official)
CERTIFICATION REGARDING LOBBYING

I, Anil Verma, FAIA
(Typed Name and Title of Company Official)

of Anil Verma Associates, Inc.
(Typed Name of Company)

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 7th day of October, 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, ________________________________.
   [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]
   
   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.

____________________________
(Signature and Title of Authorized Official)

10/15/2019
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],


Leah Riley, Managing Director
(Signature and Title of Authorized Official)

10/07/2019
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]


Jacob L. Snow
2019.10.07 12:09:05 -07'00'
11.0.23

(Signature and Title of Authorized Official)

10/07/2019

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
Digitally signed by Lynn Purdue
Date: 2019.10.07 09:07:45 -07'00'
(Signature and Title of Authorized Official)

10/07/2019
Date
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

Anil Verma Associates, Inc.

[Typed Name of Contractor]

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)

October 7, 2019
Date
ASSURANCE OF SMALL BUSINESS ELEMENT PARTICIPATION

THESE 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: October 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 xt101</td>
<td>Architect - Conceptual Station Design</td>
<td>$16,500</td>
<td>6.6%</td>
<td>d</td>
<td>6.6%</td>
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</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): $249,999
Total DBE/SBE Amount: $16,500
Percentage of DBE/SBE Participation 6.6%

MIG, Inc
Name of Proponent

Signature of Authorized Representative

Date: 10/15/2019

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

<table>
<thead>
<tr>
<th>BUSINESS NAME</th>
<th>Anil Verma Associates, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNER</td>
<td>Mr. Anil Verma</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>444 S. Flower St., #1688</td>
</tr>
<tr>
<td></td>
<td>Los Angeles, CA 90071</td>
</tr>
<tr>
<td>PHONE</td>
<td>213-624-6908 Ext. 101</td>
</tr>
<tr>
<td>FAX</td>
<td>213-624-1188</td>
</tr>
<tr>
<td>EMAIL</td>
<td><a href="mailto:anilv@anilverma.com">anilv@anilverma.com</a></td>
</tr>
<tr>
<td>WEBSITE</td>
<td><a href="http://www.anilverma.com">http://www.anilverma.com</a></td>
</tr>
<tr>
<td>ETHNICITY</td>
<td>Subcontinent Asian American</td>
</tr>
<tr>
<td>GENDER</td>
<td>Male</td>
</tr>
<tr>
<td>COUNTY</td>
<td>Los Angeles (CA)</td>
</tr>
</tbody>
</table>

## Certification Information

<table>
<thead>
<tr>
<th>CERTIFYING AGENCY</th>
<th>Nevada Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERTIFICATION TYPE</td>
<td>DBE - Disadvantaged Business Enterprise</td>
</tr>
<tr>
<td>CERTIFICATION DATE</td>
<td>3/31/2019</td>
</tr>
</tbody>
</table>

## 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

<table>
<thead>
<tr>
<th>WORK DISTRICTS/REGIONS</th>
<th>All work districts/regions</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERTIFYING AGENCY</td>
<td>N - Nevada Department of Transportation</td>
</tr>
<tr>
<td>BUSINESS TYPE</td>
<td>Prof Services</td>
</tr>
</tbody>
</table>
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

Email Address: lenal@anilverma.com
Business Phone Number: 213/624-6908
Business Fax Number: 213/624-1188
Business Types: Construction, Service

Certification Type  Status  From  To
SB  Approved  10/29/2018  10/31/2020

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
October 17, 2014 REISSUED 5/3/19 NAICS ADDED: 541310, 541320, 541340, 541350, 541611  CUCP #2768  Metro File #3077

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 Multi-family 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>
</tbody>
</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.californiakuap.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. The firm
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](http://www.metro.net).

Sincerely,

Shirley Wong  
Principal Certification Officer  
Diversity & Economic Opportunity Department
October 17, 2014 REISSUED 5/3/19 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:

<table>
<thead>
<tr>
<th>NAICS</th>
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</tr>
</thead>
<tbody>
<tr>
<td>236115</td>
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</tr>
<tr>
<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 standard, 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](http://www.metro.net).

Sincerely,

Shirley Wong  
Principal Certification Officer  
Diversity & Economic Opportunity Department
# Bidders List (Required at Bid Due Date)

**Project:** Clark County Maryland Pkwy TOD Plan  
**Date:** 10/15/2019  
**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>- DBE - 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 subcontract the 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 I (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: 10/15/2019

(Balance of page intentionally left blank)
## Task 1: Project Management and Literature Review

**A. Ongoing Project Management**

**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

**A. Market Readiness Analysis of All 13 Stations**

**B. Market Readiness Analysis of Three Priority Stations**

## Task 4: Workforce Housing Plan

**A. Draft and Final Workforce Housing Plan**

## Task 5: Station Area TOD Plans

**A. Draft TOD Plan**

**B. Future Land Use Strategy**

**C. TOD Benefits**

**D. Refined TOD Typology**

**E. Coordination with Existing and Potential County Implementation Tools**

## Task 6: Value Capture Toolkit

**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 Coordination**

**C. Public Engagement**

## Schedule

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<th>Task</th>
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### Key Dates

- **Commission and/or RTC Committee presentations**
- **Stakeholder Advisory Workgroup (SAW) Meeting**
- **Community Meetings**
- **Adoption**
- **Holiday/Office Closures**
- **Analysis and Drafting**
- **Draft Deliverable**
- **Finalization**
- **Final Deliverable**
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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

SUBJECT: APPROVE AGREEMENT

PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AGREEMENT NO. 20-019, MANAGEMENT AND OPERATIONS OF THE COMMUTER BIKE CENTER, WITH ESCAPE ADVENTURES, INC. FROM THE DATE OF NOTICE TO PROCEED THROUGH NOVEMBER 30, 2020, WITH TWO ONE-YEAR OPTION PERIODS, IN THE ANNUAL AMOUNT NOT-TO-EXCEED $66,000.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AGREEMENT (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:
Funds in the amount of $66,000.00 are budgeted and available in Fiscal Year 2020 Administrative Fund. If renewal options are exercised, funds will be budgeted in the same fund in future years.

BACKGROUND:
The Regional Transportation Commission of Southern Nevada (RTC) solicited quotes electronically for Project No. 20-019, Management and Operations of the Commuter Bike Center, located in the Bonneville Transit Center (BTC) at 101 East Bonneville Avenue, Las Vegas, Nevada 89101, on September 24, 2019. One quote was received and reviewed immediately after the deadline due date on October 15, 2019. The result follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Price</th>
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<tr>
<td>Escape Adventures, Inc.</td>
<td>$66,000.00</td>
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</table>

Staff recommends approval and award of the agreement to Escape Adventures, Inc. in the annual not-to-exceed amount of $66,000.00 from the date of Notice to Proceed through November 30, 2020, with two (2) one-year options. The quoted price is considered fair and reasonable.

Respectfully submitted,

______________________________
M.J. MAYNARD
Chief Executive Officer

RTC Item #32
December 12, 2019
Consent
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
SERVICES AGREEMENT 20-019
MANAGEMENT AND OPERATIONS OF THE COMMUTER BIKE CENTER

This Agreement (this “Agreement”) is made and entered into as of this December 01, 2019 (the “Effective Date”) by and between Escape Adventures, Inc. (“SERVICE PROVIDER”) and Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada, having its principal offices at 600 South Grand Central Parkway, Las Vegas, Nevada 89106 (“RTC”) (each a “Party” and collectively the “Parties”).

RECITALS:

A. WHEREAS, the RTC desires to obtain the services of SERVICE PROVIDER to provide Management and Operations for the RTC’s Commuter Bike Center located in the Bonneville Transit Center (BTC) at 101 East Bonneville Avenue, Las Vegas, Nevada 89101, as more specifically described below; and

B. WHEREAS, the SERVICE PROVIDER has all the required licenses, qualifications and experience to perform the functions required;

C. NOW, THEREFORE, in consideration of the aforementioned premises, the Parties mutually agree as follows:

ARTICLE 1 - BASIC SERVICES

1.1 Basic Services. SERVICE PROVIDER hereby agrees to provide RTC with those services (the “Basic Services”) as set forth on Exhibit B attached hereto and made a part hereof; together with all other services reasonably necessary to fulfill the Basic Services, all on the terms and conditions set forth in this Agreement. The Basic Services shall include all of SERVICE PROVIDER’s obligations under this Agreement, except for those services defined as Additional Services in Section 1.2, below.

1.2 Additional Services. If RTC, in writing, authorizes SERVICE PROVIDER to perform any services in addition to the Basic Services (the “Additional Services”), then prior to SERVICE PROVIDER’s performance of any Additional Services, or any services for which SERVICE PROVIDER will seek additional compensation, SERVICE PROVIDER shall perform the following steps to receive an Amendment (defined below):

(a) Cost Estimate. SERVICE PROVIDER shall provide RTC with a written estimate of the cost for providing such Additional Services. Said estimate shall include the estimate of all costs and expenses, including, without limitation, a breakdown of all estimated hours, and applicable rates.

(b) Amendment. After RTC has approved the estimate in writing, RTC and SERVICE PROVIDER shall enter into a written amendment to this Agreement (an “Amendment”), specifying the Additional Services to be performed, and the compensation, if any, to be paid by RTC for such Additional Services and the schedule to complete such Additional Services.

(c) Executed Amendment. SERVICE PROVIDER shall not be entitled to receive additional compensation for any Additional Services unless RTC has authorized such Additional Services in writing and a fully executed
Amendment has been entered into by RTC promptly following authorization. The Amendment shall comply with RTC’s cost coding requirements as such cost coding requirements may be updated and revised by RTC from time to time. SERVICE PROVIDER agrees that it shall not proceed with changes to the Basic Services or invoice and seek payment for any Additional Services unless and until a fully executed Amendment has been entered into by RTC promptly following authorization.

Any Additional Services performed by SERVICE PROVIDER prior to execution by both Parties of an Amendment shall be done at SERVICE PROVIDER’s sole risk and shall not be compensated by RTC. Additional Services that are approved in writing prior to being performed and Basic Services are collectively referred to as the “Services” throughout this Agreement.

1.3 Pricing of Additional Services. Notwithstanding anything to the contrary contained in this Agreement, the cost or credit to RTC resulting from any Additional Service shall be determined in one or more of the following ways: (a) by mutual acceptance of a fixed price properly itemized and supported by sufficient substantiating data to permit evaluation as reasonably requested by RTC; (b) by unit prices or rates stated in this Agreement or subsequently agreed upon by the Parties; (c) time and materials or cost reimbursable basis, which cost must be properly itemized and supported by sufficient substantiating data to permit evaluation and audit by RTC; or (d) if none of the methods set forth is agreed upon, the SERVICE PROVIDER, provided an Amendment signed by RTC is received, shall promptly proceed with the Services involved. The cost for such Services shall then be determined by RTC on the basis of actual expenditures and savings of those performing the Services attributable to the Amendment. In such case, SERVICE PROVIDER shall keep and present in such form as RTC may prescribe, an itemized accounting together with all appropriate supporting data properly itemized and supported by sufficient substantiating data to permit evaluation and audit by RTC for inclusion in the Amendment.

ARTICLE 2 - RESPONSIBILITIES OF SERVICE PROVIDER

Contract Term. The term of this AGREEMENT shall commence on the date this AGREEMENT is entered into and shall be in effect until November 30, 2020, for a period of one year with two one-year renewal options, unless terminated under the provisions set forth in Article 10 of this AGREEMENT.

2.1 Regular Meetings. At the request of RTC, SERVICE PROVIDER shall organize and attend meetings with RTC and others for the purpose of updating RTC on the status of the Basic Services, any Additional Services, or any other issues relating to this Agreement.

2.2 Reports. At the request of RTC, or in accordance with the time frames established by RTC or as otherwise set forth herein, SERVICE PROVIDER shall provide RTC with progress reports, schedules, or other results, and other information relating to the status of the Services that RTC may reasonably require (each a “Status Report”).

2.3 Compliance with Applicable Laws. All Services rendered by the SERVICE PROVIDER and all documents issued by SERVICE PROVIDER shall comply in all respects with all applicable Federal, State and local laws, regulations and codes, and with all government agencies having or asserting jurisdiction at the time the Services are rendered (collectively, the “Authorities”) including, without limitation: (a) all guidelines, rules and regulations of the applicable Uniform Building Code and the International Building
Code, (b) the American’s with Disabilities Act, (c) all similar Federal, State and local statutes, ordinances, rules and regulations including environmental regulations applicable to the Services, (d) U.S. Foreign Corrupt Practices Act of 1977, as amended, (e) the provisions of Nevada Revised Statutes Chapter 338, as amended, and any other applicable international or local laws, rules and regulations concerning bribery or corruption (each referred to a “Law” or collectively “Laws”).

2.4 Approval of Authorities. To the extent the approval, licenses, registration, or permits of any Authorities are required in connection with the Services, SERVICE PROVIDER shall, as part of the Services, file (or upon RTC’s request assist RTC with filing) any and all documents and applications required to obtain such approval and shall timely, but in no event more than forty-eight (48) hours, (i) review, (ii) answer, or (iii) take other reasonable and appropriate action in response to any requests or requirements from any Authorities related to such filings involving SERVICE PROVIDER. The costs associated with providing such assistance shall be included in SERVICE PROVIDER’s Fee.

2.5 Duty to Correct Errors/Omissions. If, at any time during the performance of its Services or during the maximum period permitted by Law after completion of the same, it is discovered that SERVICE PROVIDER or any of its respective officers, directors, agents, employees, have committed any negligent act, error or omission, or has failed to meet the warranties and representations contained herein, which has caused or will cause otherwise unnecessary additional expense to RTC, then SERVICE PROVIDER shall, at RTC’s request, promptly make all necessary corrections and/or bear any and all such additional expenses associated with the correction of the same.

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

3.1 Payments. The RTC agrees to pay the SERVICE PROVIDER and the SERVICE PROVIDER agrees to accept as full payment of compensation for the Services performed in accordance with this Agreement per the compensation schedule and associated documentation instruction as outlined in Exhibit A-Basic Services to this Agreement. SERVICE PROVIDER must complete and submit an Internal Revenue Service W-9 “Request for Taxpayer Identification Number and Certification” form in order to receive compensation for services under this Agreement.

The RTC shall pay claims for supplies, materials, equipment and services purchased under the provisions of this contract electronically, unless determined that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience. The RTC reserves the right to make a payment by check, with five (5) business days’ notice. The RTC will provide notice via email or fax to the Service Provider. All payments under this contract shall be paid in United States dollars.

a. The RTC agrees to pay SERVICE PROVIDER a not-to-exceed amount of $66,000.00 (Sixty-six thousand dollars and zero cents) inclusive of both hours and direct costs, for the period of DECEMBER 1, 2019 through NOVEMBER 30, 2020, which shall be paid in equal monthly payments ($5,500).

b. Payments will be made to SERVICE PROVIDER no more frequently than once each month.

c. Payments shall be due within thirty (30) days of receipt of an invoice provided by the 1st day of each month by SERVICE PROVIDER to the RTC.

Revised 2019_04_01
3.2 **Waiver and Release of Claims.** SERVICE PROVIDER’s acceptance of any payment made under this Agreement shall constitute a full and complete release by SERVICE PROVIDER of any and all claims, demands and causes of action against RTC and its parent companies, subsidiaries and affiliates, for payment for services rendered which SERVICE PROVIDER, its successors or assigns, or anyone claiming under SERVICE PROVIDER, has or may have against RTC and its parent companies, subsidiaries and affiliates, under this Agreement as to that portion or phase of the Services to which such payment relates.

**ARTICLE 4 - SERVICE PROVIDER’S REPRESENTATIONS & WARRANTIES**

4.1 **Reasonable Fee.** SERVICE PROVIDER acknowledges that it has carefully examined and understands this Agreement and represents and warrants to RTC that the SERVICE PROVIDER’s Fee is reasonable for SERVICE PROVIDER’s Services.

4.2 **No Reliance on RTC’s Representations.** SERVICE PROVIDER represents and warrants to RTC that it enters into this Agreement on the basis of its own examination, investigation, and evaluation of the Services required by RTC and not in reliance on any opinions or representations of RTC or any of its officers, agents, or employees.

4.3 **SERVICE PROVIDER’s Qualifications and Standard of Care.** The SERVICE PROVIDER acknowledges that RTC is relying on SERVICE PROVIDER’s special skill and expertise in Services of the type described herein. Notwithstanding anything to the contrary, the SERVICE PROVIDER shall perform the Services as expeditiously as is consistent with professional standards of care exercised by other qualified, SERVICE PROVIDER’s in the industry performing similar services, in accordance with all Laws (as defined in Section 2.3, and with diligence designed to assure the orderly progress and success of the Services (the “Standard of Care”).

4.4 **Financially Solvent.** SERVICE PROVIDER represents and warrants to RTC that SERVICE PROVIDER is financially solvent and possesses sufficient experience, licenses, authority, personnel, insurance coverage and working capital (provided RTC makes timely payment of amounts justifiably due and owing) to complete the Services required hereunder.

4.5 **Licensed.** The SERVICE PROVIDER represents it is familiar with, and experienced in the interpretation and implementation of Laws applicable to the SERVICE PROVIDER’s Services. The SERVICE PROVIDER shall perform its Services in compliance with the requirements imposed by governmental authorities having jurisdiction and shall comply with all directives of such authorities. Throughout the course of the Services, the SERVICE PROVIDER will advise the RTC of any known, pending or anticipated changes to or enactment of Laws relating to the Services. The SERVICE PROVIDER represents and warrants to RTC that SERVICE PROVIDER is properly certified, licensed and duly authorized to conduct business in Nevada. The SERVICE PROVIDER shall provide the RTC, upon its request, with all information required by the RTC in order to verify such compliance by the SERVICE PROVIDER. The SERVICE PROVIDER acknowledges that the RTC is relying on the SERVICE PROVIDER’s expertise in complying with the applicable Standard of Care and Laws concerning its Services.

4.6 **Reliance on Warranties.** SERVICE PROVIDER acknowledges that RTC is relying on SERVICE PROVIDER’s representations, warranties, covenants, and obligations under this Agreement including those made in this Article 6 as an inducement to enter into this Agreement.

Revised 2019_04_01
ARTICLE 5 - RESPONSIBILITIES OF RTC

5.1 Information. RTC shall provide SERVICE PROVIDER with all information reasonably available to it regarding its requirements for the Services.

5.2 RTC’s Review and Approval. Notwithstanding anything to the contrary contained in this Agreement, RTC’s review and/or approval of any and all documents or other matters required herein shall be for the purposes of providing the SERVICE PROVIDER with information only and not for the purpose of determining accuracy and/or completeness of such documents. Such review and approval by RTC shall in no way create any liability on the part of RTC for errors, inconsistencies or omissions in any approved documents, nor shall any such review and approval alter, limit, or reduce SERVICE PROVIDER’s responsibilities hereunder with respect to the accuracy and completeness of such documents. RTC’s approval or acceptance of, or payment for, any of SERVICE PROVIDER’s Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

5.3 Information Requested by SERVICE PROVIDER. Upon written request by SERVICE PROVIDER, RTC may, at its sole discretion, provide such information as may reasonably be required for SERVICE PROVIDER to properly perform its Services under this Agreement. However, the failure by RTC to furnish any information to SERVICE PROVIDER shall not relieve SERVICE PROVIDER of any liability hereunder, nor extend the time in which SERVICE PROVIDER is to perform such duties, unless SERVICE PROVIDER notifies RTC in writing that such information is necessary and that the lack of such information may impede the progress of the Services. Moreover, in furnishing such information, RTC in no way represents or warrants the accuracy or completeness of such information.

ARTICLE 6 - OWNERSHIP AND USE OF DOCUMENTS

6.1 Title to Work. All documents (including, without limitation, all models, computer drawings and other electronic expression, photographs, reports, plans, sketches, drawings, specifications, the Status Reports, and other documents and works of authorship) which are prepared by or for SERVICE PROVIDER or those working directly or indirectly at its direction or control to perform the Services hereunder (collectively, the “Materials”) shall be considered as a work made for hire under the United States Copyright Act of 1976, with RTC being deemed the author of such Materials. The term “Materials” shall be liberally construed to include not only items typically described as architectural works, but all other things included in the definition of (i) “Architectural Works”, as used in the U.S. Architectural Works Copyright-Protection-Act, as amended from time to time, and (ii) “Works of Visual Art” as defined by the Visual Artist’s Rights Act of 1990. The parties hereby acknowledge that, under the terms of this Agreement, all such Materials, all elements thereof (including development and research materials), and all rights related thereto are the sole and exclusive property of RTC and its successors and assigns, absolutely and throughout the world, for all copyright terms and renewal terms and for all uses and purposes whatsoever. In the event any Material is deemed not to be a work made for hire, then SERVICE PROVIDER agrees to, and hereby does, assign and transfer to RTC all rights, title and interest in and to the Materials throughout the world, including the copyrights, all works of authorship, all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all claims and causes of action with respect thereto (including, but not limited, to the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned, or to be assigned, to RTC) for good and valuable consideration, the receipt of which is hereby acknowledges by SERVICE PROVIDER , and SERVICE PROVIDER hereby waives any statutory, regulatory, equitable, moral,
or other rights that may accrue to it as a result of the production of the Materials. SERVICE PROVIDER hereby generally waives any and all rights, including, without limitation, “moral rights” that SERVICE PROVIDER may have in and to the Materials in this life or posthumously under the Visual Artist’s Rights Act of 1990, the California Art Preservation Act, the New York Artists’ Authorship Rights Act and any other state, federal, or international law, regulation or treaty (collectively, “Moral Rights Laws”). Without limitation of the foregoing, SERVICE PROVIDER further waives any and all rights that SERVICE PROVIDER may have under the Moral Rights Laws by specifically consenting to the following uses of the Materials: destruction, reconstruction, distortion, mutilation, defacing, alteration, remodel, repair, re-location, and any other form of modification, and the public display of the Materials with or without attribution whether or not there has been any destruction, reconstruction, distortion, mutilation, defacing, alteration, remodel, repair, re-location, and any other form of modification of the Materials. SERVICE PROVIDER further hereby consents that the Materials may be incorporated in, or made part of, a building and hereby acknowledges that such installation of the Materials may subject the Materials to destruction, distortion, mutilation, or other modifications by reason of their removal. SERVICE PROVIDER assigns to RTC all rights, title and interest (including copyrights, patents, design patents, trademarks and trade dress and goodwill related to such trademarks and trade dress) in and to the Materials and grants RTC the right without any consent, notice or approval of any party, to add, alter, revise, adapt or interpose other material in the Materials or to destroy, distort, mutilate or otherwise modify the Materials; provided however, SERVICE PROVIDER shall have no responsibility or liability for any modifications to the Materials by RTC done without the assistance or involvement of SERVICE PROVIDER. SERVICE PROVIDER agrees to assist RTC in every legal way to evidence, record and perfect the registration of and assignment of copyrights, patents, design patents, trademarks and trade dress described herein and to apply for and obtain recordation of, and from time to time enforce, maintain and defend, the copyrights, patents, design patents, trademarks and trade dress. SERVICE PROVIDER further agrees to promptly execute any further specific waivers that may be necessary to waive all residual or “moral” artist’s rights under the Moral Rights Laws. If RTC is unable for any reason whatsoever to secure SERVICE PROVIDER’s signature to any instrument to which it is entitled under this Article, SERVICE PROVIDER hereby irrevocably designates and appoints RTC, and its duly authorized officers and agents, as SERVICE PROVIDER’s agents and attorneys-in-fact with full power of substitution to act for and on SERVICE PROVIDER’s behalf and stead and to execute, deliver, record and perfect any such instrument(s) and to do all other lawfully permitted acts to further the purposes of this Agreement. Such acts performed by RTC and its duly authorized officers and agents shall have the same legal force and effect as if performed by SERVICE PROVIDER.

6.2 Intellectual Property. SERVICE PROVIDER hereby represents and warrants to RTC that (i) all Materials delivered to RTC are original works of authorship of SERVICE PROVIDER and are free and clear of any and all liens, claims, or rights of any type whatsoever, and (ii) the production or exploitation of the Materials in the exercise of RTC’s rights hereunder will not infringe upon the rights of copyright, patent, design trademark, trade dress or other intellectual property rights of any other person or entity. SERVICE PROVIDER hereby agrees to obtain a written release or assignment from any person or entity required to make SERVICE PROVIDER’s representations and warranties hereunder true, complete and correct in all respects and to otherwise permit SERVICE PROVIDER to assign all rights to the Materials to RTC. SERVICE PROVIDER hereby agrees to indemnify, defend and hold harmless RTC from and against all claims, demands, suits, liabilities, obligations and expenses (including attorneys’ fees) of whatsoever kind or nature arising out of or connected with an alleged infringement of any or all of the Materials delivered to RTC by SERVICE PROVIDER. SERVICE PROVIDER hereby further agrees to cause any waiver of rights or consents granted under the Moral Rights Laws to be granted to RTC, in writing, and to be signed by the individual who created the Materials or made contributions to the Materials. Any such
waiver or consent shall identify the specific Material(s) to which such waiver or consent relates and shall consent to the Modification and Incorporation of the Materials by RTC.

**ARTICLE 7 - ACCOUNTING RECORDS; RIGHT TO AUDIT**

7.1 **Required Accounting Records.** To facilitate audits by RTC, the SERVICE PROVIDER shall at all times implement and maintain, such cost control systems and daily record keeping procedures in accordance with Generally Accepted Accounting Principles ("GAAP") or, if approved by RTC's accounting department in writing, such other procedures as may be necessary to attain proper fiscal management and detailed financial records for all costs related to the Services incurred by SERVICE PROVIDER and as are otherwise reasonably satisfactory to RTC. Records to be maintained by SERVICE PROVIDER for purposes of this Agreement, including for purposes of all audits conducted pursuant to this Article 9 shall include, but not be limited to the following:

(a) payroll records and payroll burden costs on actual wages and salaries (payroll taxes, benefits, insurance, etc.); (b) all correspondence, minutes of meetings, daily logs including schedule status reports, memoranda and other similar data; (c) associated correspondence and other communications relating to Additional Services; (d) proposal documents such as bids, proposals, estimating worksheets, quotes, cost recaps, tabulations, and similar documentation for all Additional Services; (e) and all other data relating to or arising out of the Services and any other similar supporting documentation reasonably required by RTC.

7.2 **Right to Audit.** RTC and its authorized representatives shall have the right, exercisable at any time until four (4) years following receipt of the final payment for SERVICE PROVIDER's Services to fully and completely audit, copy, investigate and review SERVICE PROVIDER's records, and shall be afforded useful access to all of the records described in Section 7.1 above at all reasonable times (both during and after the Contract Time) for purposes of audit inspection, review and copying to the full extent as RTC may require. All such records of SERVICE PROVIDER shall also be made available to RTC for purposes related to compliance with RTC's business ethics policies. Upon request, SERVICE PROVIDER shall also fully cooperate in arranging interviews with SERVICE PROVIDER's employees.

7.3 **Record Keeping Format.** SERVICE PROVIDER may elect to maintain part of the records described in Section 7.1 above, in an electronic format. SERVICE PROVIDER agrees that, if any information related to the Services is maintained in an electronic format, such information shall be made available to RTC in a readily useable format within three (3) business days after SERVICE PROVIDER's receipt of a written request from RTC.

7.4 **Certifications.** Upon request, SERVICE PROVIDER shall certify to RTC that, to the best of its knowledge and belief, all data subject to audit pursuant to this Article 7 is accurate, complete and current. Such certifications shall be made by SERVICE PROVIDER to RTC in the case of this Agreement.

7.5 **Remedies.** Certification of information pursuant to Section 7.4 above, and subsequent approval by RTC of invoices, billings, and amendments to the scope of Basic Services to be provided hereunder, shall not preclude a post-approval adjustment, including those based upon a later compliance or pricing audit. Specifically, RTC shall have the right to reduce any payments to SERVICE PROVIDER by any amounts attributable to incorrect or otherwise defective cost data. SERVICE PROVIDER's submission shall be considered defective when the cost or pricing data, as certified in accordance with the provisions of Section 7.4 above, is not accurate, complete or current. If an audit
inspection or examination conducted in accordance with this Article 7 discloses overcharges of any nature by SERVICE PROVIDER, SERVICE PROVIDER shall, in addition to reimbursing RTC with the total amount of such overcharges, reimburse, RTC for the total actual cost of RTC’s audit, including but not limited to the actual costs of outside auditors and/or the use of RTC’s internal auditor at internal billing rates. To the extent that the amount of such overcharges exceeds the remaining unpaid balance of the SERVICE PROVIDER’s Fee, SERVICE PROVIDER shall, within thirty (30) days of receiving written notice of the audit results, reimburse RTC with the amount of such excess.

7.6 Taxes. SERVICE PROVIDER shall have sole and exclusive liability for all sales, use, excise, and other taxes, charges or contributions with respect to or imposed on any work or Services supplied by SERVICE PROVIDER hereunder, including such taxes or contributions imposed on the wages, salaries and other remuneration paid to persons employed by SERVICE PROVIDER in the performance of this Agreement. SERVICE PROVIDER hereby agrees to indemnify, defend and hold harmless RTC from any liability and expense by reason of SERVICE PROVIDER’s failure to pay such taxes and contributions.

ARTICLE 8 - INDEMNIFICATION

8.1 INDEMNITY. SERVICE PROVIDER SHALL INDEMNIFY, HOLD HARMLESS AND, AT RTC’S OPTION, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO RTC) RTC AND ITS RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (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 ATTORNEYS’ 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 SERVICE PROVIDER, ITS CONTRACTORS, OR ITS RESPECTIVE AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OR CONDUCT OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT, PROVIDED THAT SERVICE PROVIDER SHALL NOT BE LIABLE HEREUNDER TO THE EXTENT THE ACTION IS CAUSED BY THE SOLE NEGLIGENCE OF RTC AND/OR THE RTC INDEMNITEES IN ACCORDANCE WITH APPLICABLE LAW REGARDING COMPARATIVE NEGLIGENCE. SERVICE PROVIDER SHALL NOTIFY RTC WITHIN 48 HOURS AFTER BECOMING AWARE OF ANY ACTIONS THAT RESULT FROM THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

8.2 Indemnification Not Limited by Worker's Compensation; Disability Benefits Act. Any claims made against an RTC Indemnitee by an employee of SERVICE PROVIDER, subcontractor , or supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, are included in the indemnification obligations imposed upon SERVICE PROVIDER under Section 8.1 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, SERVICE PROVIDER under any Worker’s Compensation laws, Disability Benefits Acts or any other employee benefit provided by this Agreement, by law or by the amount of any insurance maintained or required to be maintained by SERVICE PROVIDER or any other party.
8.3 No Personal Exposure. It is intended by the Parties to this Agreement that SERVICE PROVIDER’s services and RTC’s performance in connection with the Services shall not subject either Party’s individual employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. 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 SERVICE PROVIDER, and not against any of the RTC’s or SERVICE PROVIDER’s individual employees, officers or directors. Notwithstanding the above waiver, RTC shall be allowed to name SERVICE PROVIDER’s employees, officers or directors to the extent liability arises from an individual’s reckless or intentional acts.

8.4 Timing of Obligations. SERVICE PROVIDER’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 SERVICE PROVIDER, whichever occurs sooner.

ARTICLE 9 - INSURANCE

9.1 Required Insurance. SERVICE PROVIDER shall maintain insurance to protect SERVICE PROVIDER, and RTC from claims arising out of the performance of the Services in accordance with the insurance requirements set forth on Exhibit C hereto and incorporated herein by this reference. Within twenty-four (24) hours of a request by RTC, SERVICE PROVIDER shall furnish RTC with a certificate of insurance evidencing the required insurance.

ARTICLE 10 - TERMINATION OF AGREEMENT

10.1 Termination for Cause. In the event either party fails substantially to perform in accordance with the terms of this Agreement through no fault of the other party, the party alleging the existence of such default shall notify the other party in writing of the specific grounds of the alleged default. Upon receipt of such notice, the defaulting party shall have ten (10) days to cure such default. If the defaulting party fails to cure the alleged default within such ten (10) day period, or within such extended time period as RTC and SERVICE PROVIDER may agree to in writing, this Agreement may be terminated by the non-defaulting party without waiving any other legal or equitable rights or remedies it may have against the defaulting party. Notwithstanding anything to the contrary contained herein, RTC may terminate all or any portion of this Agreement, including, without limitation, all or any portion of the Services, if SERVICE PROVIDER defaults under this Agreement and fails to cure such default as provided above. If RTC terminates all or any portion of this Agreement pursuant to this Section 10.1 and a court later determines that there was no just cause for RTC’s termination, then such termination shall be retroactively converted to a termination by RTC for convenience and without cause.

10.2 Termination by RTC for Convenience. All or any part of this Agreement, including, without limitation, all or any portion of the Services, may be terminated by RTC without cause upon thirty (30) days written notice to SERVICE PROVIDER, in which event, SERVICE PROVIDER shall be entitled to claim, as its sole remedy for such termination, compensation for all Services rendered up to the date of termination.

10.2.1 In the event that a termination of the SERVICE PROVIDER for cause pursuant to Section 10.1 above is deemed improper, it shall be deemed converted to a termination for convenience pursuant to this Section.
10.3 Non-Curable Defaults. Notwithstanding the other provisions of this Article 10, in the event any of the following shall occur prior to the completion of the Services, RTC may elect to declare SERVICE PROVIDER in material default and may terminate this Agreement immediately upon written notice to SERVICE PROVIDER:

10.3.1 The commencement of an action or petition by or against SERVICE PROVIDER under any applicable bankruptcy laws; any general assignment by SERVICE PROVIDER for the benefit of creditors, or the appointment of a receiver, trustee or manager to take charge of the assets of SERVICE PROVIDER; or SERVICE PROVIDER becomes insolvent, goes into liquidation, has a receiving or administrative order made against it, or compounds with its creditors; or

10.3.2 Any event that entitles RTC to terminate this Agreement in accordance with Sections 10.4 below.

10.4 Termination for Disparagement of RTC. SERVICE PROVIDER acknowledges that RTC has a reputation for offering high-quality services to the public, and that it and its affiliates are subject to regulation and licensing, and desire to maintain their reputation and receive positive publicity. SERVICE PROVIDER therefore agrees that, throughout the term of this Agreement, it and its officers, directors, shareholders, employees and agents will not conduct themselves in a manner which is contrary to the best interests of RTC, nor in any manner that adversely affects or is detrimental to RTC, or its affiliates, and will not directly or indirectly make any oral, written or recorded private or public statement or comment that is disparaging, critical, defamatory or otherwise not in the best interests of RTC.

RTC shall use its good faith business judgment in determining whether SERVICE PROVIDER's conduct or that of its officers, directors or management adversely affects RTC or its affiliates and upon such determination, RTC shall have the right to terminate this Agreement upon written notice to SERVICE PROVIDER.

ARTICLE 11 - ASSIGNMENT

11.1 Right to Assign. This Agreement shall be binding upon and inure to the benefit of RTC and SERVICE PROVIDER, as well as their respective successors, assigns and legal representatives. SERVICE PROVIDER shall not assign or transfer any interest in this Agreement or delegate its obligations hereunder without the prior written consent of RTC, which consent RTC may withhold or condition in its sole and absolute discretion. RTC may assign its rights under this Agreement to any person, including, but not limited to, lender(s), member(s), parent agencies, subsidiaries, affiliates, or any other entity, company, or interested party, where-after RTC shall have no further liability to SERVICE PROVIDER under this Agreement, except with respect to any Services rendered by SERVICE PROVIDER to RTC prior to such assignment.

ARTICLE 12 - ANTI-DISCRIMINATION

12.1 Non-Discrimination. SERVICE PROVIDER, in its performance under this Agreement, agrees and obligates itself not to discriminate in its employment practices against any employee or applicant for employment, or supplier because of the such person’s race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition or as otherwise prohibited by Law.

ARTICLE 13 - DISPUTE RESOLUTION

Revised 2019_04_01
13.1 **Dispute Resolution.** The Parties agree that any disputes or claims arising under this Agreement shall be litigated in a court of competent jurisdiction, with venue **only** in the District Courts of Nevada located in Clark County, Nevada.

**ARTICLE 14 - MISCELLANEOUS**

14.1 **Entire Agreement.** This Agreement inclusive of any Amendments shall constitute the entire agreement of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, undertakings or negotiations, whether oral or written. No provisions of this Agreement shall be changed or modified, nor shall this Agreement be discharged, in whole or in part, except by an agreement in writing signed by the party against whom the change, modification or discharge is claimed or sought to be enforced. No waiver of any of the conditions or provisions of this Agreement or of any of the rights of either party hereunder shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given, consented to or suffered the waiver.

14.2 **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed validly given if sent by United States Certified Mail, return receipt requested, or by Federal Express or other similar national courier service, addressed to the parties as follows or such other address as either party may notify the other in writing:

**RTC’s AUTHORIZED REPRESENTATIVE:**
Ron Floth, Bicycle and Community Outreach Coordinator
702-676-1915
FlothR@rtcsnv.com

**SERVICE PROVIDER’S AUTHORIZED REPRESENTATIVE:**
Jared Fisher, Director
10575 Discovery Dr. Las Vegas, Nevada 89135
702-596-2953
jared@escapeadventures.com

14.3 **Headings.** The captions and headings contained herein are for convenience only and shall in no way modify or limit the terms, provisions or conditions hereof.

14.4 **Severable Provisions.** Should any provision in this Agreement be found to be unenforceable only that provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect.

14.5 **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of Nevada, excluding its conflict of laws principles.

14.6 **Attorneys’ Fees.** In the event of any binding action or proceeding for equitable relief between RTC, on the one hand, and SERVICE PROVIDER, on the other hand, to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of RTC or SERVICE PROVIDER hereunder, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including without limitation reasonable attorneys’ and paralegals’ fees and expenses (including without limitation fees, costs and expenses of experts and contractors), incurred in such
action or proceeding and in any appeal in connection therewith by such prevailing party, together with all costs of enforcement and/or collection of any judgment or other relief. If such prevailing party shall recover judgment in any such action, proceeding or appeal, such costs, expenses and attorneys’ and paralegals’ and others’ fees shall be included in and as a part of such judgment.

14.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

14.8 General Interpretation. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied to any person.

14.9 Independent SERVICE PROVIDER. The SERVICE PROVIDER shall perform services as an independent SERVICE PROVIDER, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the Parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power, or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. The SERVICE PROVIDER agrees that it will not hold itself out as an affiliate of or partner, joint venturer, co-principal, or co-employer with the RTC or any of its affiliates by reason of this Agreement, and that the SERVICE PROVIDER will not knowingly permit any of its employees, agents, or representatives to hold themselves out as, or claim to be, officers or employees of the RTC or any of its affiliates by reason of this Agreement.

14.10 Definition of Days. Unless otherwise specified, all references to “days” within this Agreement shall mean calendar days and not be interpreted as “business days.”

14.11 Force Majeure. As used herein, the term “Force Majeure” shall mean any of the following events, regardless of where it occurs or its duration: acts of nature without the interference of any human agency (including hurricanes, typhoons, tsunamis, tidal waves, tornadoes, cyclones, other severe storms, winds, lightning, floods, earthquakes, volcanic eruptions, fires, explosions, disease, or epidemics); fires and explosions caused wholly or in part by human agency; acts of war or armed conflict; riots or other civil commotion; terrorism (including hijacking, sabotage, chemical or biological events, nuclear events, disease-related events, bombing, murder, assault and kidnapping), or the threat thereof; strikes or similar labor disturbances or other industrial disturbances; embargoes or blockades; shortage of critical materials, supplies or transportation; action or inaction of governmental authorities (including restrictions on financial, transportation or information distribution systems; or the revocation or refusal to grant licenses or permits); and any other events beyond the reasonable control of the impacted party.

14.12 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against RTC or SERVICE PROVIDER.

Revised 2019_04_01
14.13 **Survival.** The following Articles and Sections are intended to continue after the termination of the Agreement:

- a) Article 4 – SERVICE PROVIDER’s Representations & Warranties;
- b) Article 6 – Ownership and Use of Documents;
- c) Article 7 – Accounting Records; Right to Audit;
- d) Article 8 – Indemnification;
- e) Article 9 – Insurance; and
- f) Article 13 – Dispute Resolution.

14.14 **Exhibits.** The following exhibits have been annexed to this Agreement and are made a part hereof:

1. **Exhibit A** - Quote Proposal
2. **Exhibit B** - Scope of Basic Services
3. **Exhibit C** - Insurance Requirements
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

“RTC”: Regional Transportation Commission of Southern Nevada
By: __________________________
Name: Lawrence L. Brown III
Title: Chairman

“SERVICE PROVIDER”: Escape Adventures, Inc.
By: __________________________
Name: Jared Fisher
Title: Director

ATTEST:
By: __________________________
Name: Marin Dubois
Title: Management Analyst

APPROVED AS TO FORM:
By: __________________________
RTC Legal Counsel

Revised 2019_04_01
EXHIBIT A – QUOTE PROPOSAL

(SEE ATTACHED)
October 21, 2019

To whom it may concern,

Escape Adventures Inc. would formally like to formally bid on The Regional Transportation Commission of Southern Nevada (RTC) Management and Operations of the Commuter Bike Center, located in the Bonneville Transit Center (BTC) at 101 East Bonneville Avenue, Las Vegas, Nevada 89101.

Our bid amount is sixty six thousand dollars ($66,000.00) inclusive of both hours and direct costs, for the period of DECEMBER 1, 2019 through NOVEMBER 30, 2020, and agree to be paid in equal monthly payments of ($5,500) The above pricing reflects services covered in the Request for Quotation (RFQ) issued by the RTC for Management and Operations of the Commuter Bike Center.

Thank you,

Jared Fisher
Director
Escape Adventures Inc.
EXHIBIT B – SCOPE OF BASIC SERVICES

(SEE ATTACHED)
EXHIBIT B - SCOPE OF BASIC SERVICES

A. GENERAL BACKGROUND
The Company shall provide management and operations for the Regional Transportation Commission of Southern Nevada (RTC) Commuter Bike Center. The RTC’s Commuter Bike Center is located in the Bonneville Transit Center (BTC) at 101 East Bonneville Avenue, Las Vegas, Nevada 89101.

The Company shall be responsible for the administration and maintenance of all internal and external bicycle racks and commuter lockers located at the Bonneville Transit Center (BTC). The Company shall operate the Bike Center throughout the designated hours of operation, which currently are from 7:00 a.m. to 7:00 p.m., Monday through Saturday, 52 weeks a year. The Bike Center is currently furnished with a work bench and tools for bicycle repair, a desk/workstation, and racks and wall displays for retail of bicycles, parts and accessories. The Company shall provide services expected of a typical bicycle retail and sales establishment, including tune-ups/repairs, new and used bike sales and bicycle rentals. Company shall make its rate schedule for bike rentals and repairs visible by posting legible displays. Company shall maintain a Website with content that is developed and coordinated with RTC staff.

The Company shall provide support for community outreach activities, which may include, but are not limited to scheduling and hosting monthly clinics at the Bike Center during the hours of operation to teach the public how to safely operate and maintain their bicycles; staffing the Bike Center during special events; providing staff support to special cycling related events outside the Bike Center, including the annual RTC Holiday Toy Ride; and preparing collateral and website content.

The organizational structure of the company shall include, at a minimum, a project manager with whom RTC staff will coordinate contract requirements/deliverables and adequate personnel to successfully execute the various duties required under this contract. All staff is expected to be fully knowledgeable of the intent of the bike center programs which include, bike center membership pricing, educational clinics, parking options and use of lockers, showers and bathrooms. Staff must be conversant in explaining the same to customers to support bicycling commuters and transit patrons while also bolstering the presence of the Bike Center as an amenity to the downtown Las Vegas area.

B. BICYCLE STORAGE RACKS AND LOCKERS
The Company shall be responsible for maintaining and administering usage of the BTC Bike Center’s 84 internal and 15 external bicycle storage racks to ensure that they are available and in good working order to allow bicycles to be parked securely. Company staff shall conduct weekly inspections and monitor usage of all racks and lockers on a daily basis to ensure that they are only being used by members and do not contain any unauthorized or abandoned bicycles or items. The Company shall maintain records of inspections and document a summary of activity on a monthly basis.

C. OWNERSHIP
The Bonneville Transit Center (BTC) is owned and operated by the RTC without any reimbursement expected from the Company for utilities, cleaning, maintenance or repairs (with exception to those resulting from Company staff activities). The RTC retains ownership of all furnishings, fixtures, equipment, parts and bicycles that are provided to the Company by the RTC. All RTC-owned assets shall be returned in good working order by the Company to the RTC at the termination of the contract. Any bicycles, parts or accessories that are purchased by the Company for retail sales are not reimbursable through this contract and therefore ownership shall remain with the Company.
D. MEMBERSHIP
The Bike Center is currently operated with two types of membership. General Members are entitled to park their bikes for free on a daily basis. Premium Members ($60/year) can likewise park their bicycles for free on a daily basis and are also entitled to unlimited tune-ups as well as usage of the lockers and access to the exclusive Bike Center restrooms and private showers when they are storing their bikes at the facility. Company staff shall oversee and administer membership sign-up, collection of fees, and usage of Bike Center amenities according to the membership privileges listed in this paragraph. The Company shall report on a monthly basis membership and usage of the facility, including, but not limited to a comprehensive list of current members, the number and type of existing, new, and dropped members, number and classification of members who park their bikes on a daily basis, the duration that bikes are parked, and the usage of lockers and restrooms.

A unique membership card or cards along with identification tags for bicycles shall be developed and supplied by the Company for the administration of membership. Membership cards should be made of a durable material that is not easily duplicated, have a branded design that is consistent with the Bike Center collateral, and will allow tracking of member transactions. All existing membership cards shall be replaced with new membership cards by the Company upon award of this contract.

E. TRANSACTIONAL COMPUTER PLATFORM
The transactional computer platform refers to all hardware and software programs, software packages and interfaces needed to enter, transmit, collect and process network information related to Bike Center membership and retail transactions. The transactional computer system and connection to the internet will be supplied by the Company. The RTC will in no way provide any information technology services to the Company.

F. SERVICE VEHICLES
Any vehicle used by the Company for the execution of tasks under this contract, including management and operation of and operation of the Bike Center shall be the property and responsibility of the Company and will not be funded directly through this contract. Company shall maintain vehicle insurance on all Service vehicles in accordance with the contract requirements and shall be kept clean, well maintained, and in good working order to be safely operated and well representative of the program.

G. EQUIPMENT MAINTENANCE
The Company shall ensure the availability and serviceability of bicycle storage racks, lockers and all associated equipment and supplies to maintain a high standard of service and ensure the safety of users. Responsibilities shall include, but not be limited to the following:

1) Cleaning and maintaining bicycle storage racks and lockers at the BTC Bike Center.
2) Repair or replacement of defective materials, regardless of the cause, within 24 hours.

H. EQUIPMENT STORAGE
The Company shall be responsible for all storage of all necessary suppliers, tools and equipment within the BTC Bike Center or other off-site property owned or operated by the Company during the term of the Contract, including if any exercised option years.

I. DATA COLLECTION
The information technology infrastructure for system control and financial transactions shall record all user transactions and revenues.
J. PERSONAL DATA
All personal data collected by the Company is subject to privacy laws. The privacy of individuals must not be compromised. The Company shall establish appropriate means to preserve the confidentiality and security of information and describe the same in the membership agreements.

K. ACCESS TO RECORDS
The Company shall grant the RTC unrestricted access to all records pertaining to the Project in its custody throughout the contract term.

L. CUSTOMER SERVICE
The Company shall provide customer support service that includes contacts (telephone and email) as well as electronic platforms. This customer service must provide users with pertinent, up-to-date information and assist users with membership and other services related to the Bike Center. The Company shall provide a toll-free number and email address at which to contact the customer support service. The cost of establishing and maintaining a telephone line is the sole responsibility of the Company. Bike Center customer/member inquiries must be acknowledged within one (1) business day and resolved within three (3) business days unless otherwise authorized by RTC staff. Copies of correspondence relating to the same must be forwarded via e-mail to RTC staff.

M. MARKETING ACTIVITIES
The Company shall be responsible for the marketing and communication activities to promote Bike Center operations and cycling related outreach activities, including the development, the maintenance and the hosting of a secured website. The Company shall establish or use a broad range of platforms to reach the existing customer base and the general public and coordinate the content and appearance with RTC staff prior to distribution. At a minimum, this involves maintaining an up-to-date web-based information system, social networks and/or electronic mail. The RTC will specify the conditions under which the Company may use agency logos.

The Company shall submit an annual marketing and communication plan within thirty (30) days of the Notice to Proceed for the agency's approval and again by November 30th of each year thereafter. The Company shall also provide the RTC with an independent customer satisfaction survey every year; methodology and questions to be developed in collaboration with the RTC.

N. SALES ACTIVITIES
In addition to on-site sales at the Bike Center, the Company shall establish other points of sale for memberships and annual renewal via the secured website. Any future changes to the membership benefits and fee structure must be submitted to RTC staff for approval no later than 60 calendar days prior to the effective date.

Advertising: The Company is not authorized to sell advertising space at the BTC, in the Bike Center or on the bicycle racks or lockers or otherwise use the same space for its own advertising without written permission from the RTC.

Sponsorships: The Company shall not solicit sponsorship revenues unless given permission by the RTC in writing.

Business Plan: By April 30th of each year, the Company shall provide business plan and pro forma for the upcoming fiscal year (July 1st - June 30th) that describes anticipated activities, operational costs and retail revenues along with a proposal to reduce the costs to the RTC in the current and future years.
O. EMPLOYEE TRAINING, BILINGUALISM AND IMAGE
The Company is responsible for all employees' training. The Company shall ensure that such training is comprehensive, adequate, and appropriate for the circumstances and needs of the program. Any employee who interacts directly with the public must be fluent in English and preference may be given to a Company with staff who are bi-lingual. Employees shall wear a uniform that is clean and in good condition at all times and displays the COMPANY brand and a name tag.

The RTC reserves the right to direct the removal of any Key Personnel during the term of the Contract if the RTC determines such removal is in the best interest of the RTC or the Project. The Company acknowledges and agrees that the RTC’s exercise of this right is not in any way a direction by the RTC for the Company to discharge or otherwise alter the terms and conditions of employment of the individual but only the removal of the individual from this Project.

P. DELIVERABLES AND SCHEDULE
Deliverables shall be considered those tangible resulting work products delivered to the RTC Project Manager. Deliverables and schedule for this project shall include, but are not limited to:

1) Detailed Implementation Schedule (to be received within two weeks of award date).
2) Marketing and Communications Plan.
3) Annual Business Plan and Pro Forma.
4) Monthly Reports that include:
   a. Retail sales (memberships, bicycles, parts, accessories, rentals, etc.)
   b. Total bicycle parking activity at the Bike Center (split between General and Premium Members)
   c. Numbers of active users
   d. Number of new users registered
   e. Number of accounts canceled
   f. User revenue/sales collected
   g. Descriptive statistics on frequency of usage per user
   i. Theft report
   j. Detailed report on revenue and cost
   k. Bicycle clinic dates/descriptions and nos. of participants

5) Presentations to the RTC and other Government and Community Organizations upon request.
6) Monthly Invoicing.
EXHIBIT C - INSURANCE REQUIREMENTS

1. Format/Time: The SERVICE PROVIDER 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. Professional Liability: The SERVICE PROVIDER 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.

4. Failure To Maintain Coverage: If the SERVICE PROVIDER fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the SERVICE PROVIDER to stop the work, declare the SERVICE PROVIDER 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 SERVICE PROVIDER or deduct the amount paid from any sums due the SERVICE PROVIDER under this Contract.

5. Additional Insurance: The SERVICE PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

6. Damages: The SERVICE PROVIDER 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 SERVICE PROVIDER its subcontractors or anyone employed, directed or supervised by SERVICE PROVIDER.

7. Cost: The SERVICE PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

8. 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 Sonia Campbell - CampbellS@rtcsnv.com

9. Insurance Form Instructions: The following information must be filled in by the SERVICE PROVIDER’s Insurance SERVICE PROVIDER representative:

   - Description: Contract No. ______; Project Title: ________________________________ (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.**
### RTC CERTIFICATE OF INSURANCE

<table>
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<th>PRODUCER</th>
<th>INSURANCE BROKER’S NAME</th>
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<tr>
<td>ADDRESS</td>
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<tr>
<th>COMPANIES AFFORDING COVERAGE</th>
<th>3. BEST’S RATING</th>
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</table>

- COMPANY LETTER A
- COMPANY LETTER B
- COMPANY LETTER C
- COMPANY LETTER D
- COMPANY LETTER E

### COVERAGES

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.

<table>
<thead>
<tr>
<th>CO</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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<tbody>
<tr>
<td>4</td>
<td>GENERAL LIABILITY</td>
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<td>(B)</td>
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<td>(D)</td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>UNDERGROUND EXPLOSION &amp; COLLAPSE</td>
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<td></td>
<td>INDEPENDENT CONSULTANT</td>
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<td>5</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>(M)</td>
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<td>ANY AUTO</td>
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<td>ALL OWNED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td>6</td>
<td>WORKER’S COMPENSATION</td>
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<td>PROFESSIONAL LIABILITY</td>
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<th>PROFESSIONAL LIABILITY</th>
<th>8. CERTIFICATE HOLDER</th>
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<tbody>
<tr>
<td></td>
<td>REGIONAL TRANSPORTATION COMMISSION-SO NEVADA</td>
</tr>
<tr>
<td></td>
<td>C/O PURCHASING AND CONTRACTS DIVISION-2ND FLOOR</td>
</tr>
<tr>
<td></td>
<td>600 S. GRAND CENTRAL PARKWAY</td>
</tr>
<tr>
<td></td>
<td>LAS VEGAS, NV 89106-4512</td>
</tr>
</tbody>
</table>

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.
### REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

#### AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization []</th>
<th>Transit []</th>
<th>Administration and Finance [X]</th>
</tr>
</thead>
</table>

**SUBJECT:** APPROVE PURCHASE ORDER

**PETITIONER:** M.J. MAYNARD, CHIEF EXECUTIVE OFFICER 
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**RECOMMENDATION BY PETITIONER:** THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE A PURCHASE ORDER TO DYNTEK SERVICES, INC. FOR PROJECT NO. 20-025 FOR THE PURCHASE OF DATA BACKUP SOLUTION AND SYSTEM MAINTENANCE SUPPORT IN THE NOT-TO-EXCEED AMOUNT OF $271,438.00, 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 $271,438.00 are budgeted in the Administrative Fund for Fiscal Year (FY) 2020.

### BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) Information Technology (IT) staff requests approval to issue a purchase order to Dyntek Services, Inc. for an updated data backup solution with three (3) years of system maintenance support. This purchase will replace the RTC’s existing outdated end-of-life solution to increase the performance and capacity of RTC IT infrastructure.

Nevada Revised Statute 332.115.1(g) specifies that hardware and associated peripheral equipment and devices for computers are exempt from competitive bidding.

Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

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RTC Item #33
December 12, 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>
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<tbody>
<tr>
<td><strong>SUBJECT:</strong> FTA/FMCSA SUBSTANCE ABUSE POLICY</td>
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<tr>
<td><strong>PETITIONER:</strong> M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
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<tr>
<td><strong>RECOMMENDATION BY PETITIONER:</strong> THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AND ADOPT THE AMENDMENT TO THE SUBSTANCE ABUSE POLICY FOR THE RTC, AND DESIGNATE RENARD E. ALLEN II AND PAUL CURTIS AS CO-MANAGERS FOR THE DRUG AND ALCOHOL PROGRAM (FOR POSSIBLE ACTION)</td>
<td></td>
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</tr>
<tr>
<td><strong>GOAL:</strong> ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM</td>
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</table>

**FISCAL IMPACT:**
None

**BACKGROUND:**
Drug and alcohol testing is mandated by the Federal Transit Administration (FTA) and the U.S. Department of Transportation (USDOT) in 49 Code of Federal Regulations (CFR) Part 40 and Part 655. The Regional Transportation Commission of Southern Nevada (RTC) is required to comply with this regulation.

The RTC has established Renard E. Allen II and Paul Curtis as the certified Drug and Alcohol Program Managers. They will be managing the RTC’s Drug and Alcohol Program.

The RTC has identified approximately 35 employees within 11 job classifications as being “safety sensitive” by FTA definition and subject to random drug and alcohol testing.

Staff has reviewed and recommends adoption of the amended RTC Federal Transit Administration/Federal Motor Carrier Safety Administration Substance Abuse Policy, as well as approving the above-named employees as the managers for the RTC’s Drug and Alcohol Program. Approval of these items will represent the formal adoption, effective December 12, 2019.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

RTC Item #34
December 12, 2019
Consent
I. INTRODUCTION

The Regional Transportation Commission of Southern Nevada (RTC) is dedicated to providing safe, dependable transportation services to our passengers. We are also dedicated to providing a safe, drug and alcohol-free workplace for our employees.

Drug and alcohol testing is mandated by the Federal Transit Administration (FTA), Federal Motor Carriers Safety Administration (FMCSA), and the U.S. Department of Transportation (DOT) in 49 CFR Part 40, and Part 655 and 382, as amended. In addition, drugs are prohibited in the workplace by the “Drug-Free Workplace Act of 1988.” The regulations implementing this Act are located in 20 CFR Part 29. RTC is required to comply with these regulations. The following policy and procedures will apply to you based upon the job functions you perform for RTC.

This program will become effective on March 13, 2008.

II. POLICY ADOPTION

The RTC’s Board of Commissioners has adopted this policy on March 13, 2008, and as amended May 15, 2014.

Note: Additional requirements and/or disciplinary actions established under RTC’s own authority are entered in **BOLD ITALICS. Where this policy is silent, the RTC will follow the testing and disciplinary procedures as described in the RTC's Substance Abuse Policy negotiated in the current Collective Bargaining Agreement.**

III. EMPLOYEE CATEGORIES SUBJECT TO TESTING

Employees subject to the provisions of the anti-drug and alcohol misuse prevention program are all safety-sensitive classifications. A safety sensitive function is identified as any of the following duties, when performed by employees of the RTC or its contractors or sub-contractors:

Under FTA guidelines, an employee is considered safety-sensitive if they perform any of the following:

1. Operating a revenue service vehicle, including when not in service;
2. Operating a non-revenue service vehicle, when required to be operated by a CDL holder;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service;
5. Carrying a firearm for security purposes.
Under FMCSA guidelines, an employee is performing safety-sensitive function if they are:

1. Driving a commercial motor vehicle which requires the driver to have a commercial driver’s license (CDL);
2. Inspecting, servicing, or repairing any commercial motor vehicle;
3. Waiting to be dispatched to operate a commercial motor vehicle;
4. Performing all other functions in or upon a commercial motor vehicle;
5. Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments being loaded or unloaded;
6. Performing driver requirements associated with an accident;
7. Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.

A list of the job titles specifically considered to be safety sensitive is contained in Appendix A. Supervisors are subject to the provisions only if they perform, or may be called upon to perform a safety-sensitive function.

Participation in the drug and alcohol testing program is a requirement of each safety sensitive employee, and therefore, is a condition of employment.

IV. PROHIBITED BEHAVIOR

All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended. The DOT prohibited drugs – marijuana, cocaine, opiates, amphetamines / methamphetamines, and PCP – are always illegal and employees are prohibited from consuming any of them at any time.

In addition, under the Drug-Free Workplace Act, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace is prohibited at any time. Use of prescription drugs which may impair job performance or mental or motor function by an employee or any other person to whom this Policy applies while on company premises or in the course of conducting company business, including while subject to being on-call in a paid status, at lunch or on breaks, must follow the notification process as described in the RTC’s Substance Abuse Policy negotiated in the current Collective Bargaining Agreement.

Employees covered by this policy can be tested for prohibited drugs anytime while on duty. Safety sensitive employees may not use alcohol from any source while on duty, within four (4) hours prior to performing safety-sensitive duty, while subject to being on-
call in a paid status, or within eight (8) hours following an accident requiring an alcohol test, unless the test was completed prior to the eight (8) hour mark.

**On-call covered employees are** prohibited from consuming alcohol within 4 hours prior to performing safety-sensitive functions. Employees are required to immediately advise their supervisor if they have consumed alcohol within 4 hours of reporting to duty including their inability to perform safety-sensitive functions. If the employee is able to perform safety-sensitive functions, the employee will be required to take an alcohol test.

*The consumption of an alcoholic beverage by an employee on duty or at a time proximate to their duties will follow the disciplinary procedures as described in the RTC's Substance Abuse Policy negotiated in the current Collective Bargaining Agreement.*

Alcohol tests are conducted only just before, during, and just after the employee’s performance of a safety-sensitive function. As described in 49 CFR 655.31 (b) the FTA requires employers to prohibit a covered employee from having an alcohol concentration of 0.04 or greater, from performing or continuing to perform a safety-sensitive function. RTC covered employees are prohibited from reporting to or remaining on duty with an alcohol concentration of 0.02 or greater.

**V. OFF DUTY CONVICTIONS**

*The RTC will follow the disciplinary procedures as described in the RTC’s Substance Abuse Policy negotiated in the current Collective Bargaining Agreement with regard to alcohol and/or drug convictions. Employees must notify their immediate supervisor in writing of any personal criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction upon returning to work. Failure to notify the immediate supervisor in writing shall result in disciplinary action.*

**VI. TYPES OF TESTING**

**A. Pre-Employment**

Following a conditional offer of employment, applicants for all safety-sensitive positions will undergo urine drug testing as a condition of employment. Applicants will be notified of the testing requirement during the application process.

A verified negative test result is required prior to performing any safety-sensitive functions and is a condition of employment. If an applicant’s drug test is cancelled, the applicant must re-take the test and receive a verified negative test result prior to performing any safety-sensitive function.
FTA Procedures:

Applicants will be asked whether they have ever been refused employment due to a positive pre-employment drug test or a refusal to submit to pre-employment drug testing. Applicants will be required to provide the name and contact information for all DOT covered employers for the previous two years for FTA and 3 years for FMCSA. Applicants are required to provide a consent statement permitting the previous DOT covered employers to release drug and alcohol test results to the RTC. Applicants who have previously failed or refused a DOT drug or alcohol test will not be considered for employment until they provide proof of having successfully completed a referral, evaluation and treatment plan as described in 49 CFR Part 655.62, subpart G. Additionally, these provisions will also apply to employees transferring to safety-sensitive positions.

FMCSA Procedures:

An employer is not required to administer a pre-employment controlled substances test if:

1. The driver has participated in a controlled substances testing program that meets the requirements of this part within the previous 30 days; and

2. While participating in that program, either:
   a. Was tested for controlled substances within the past six (6) months (from the date of application with the employer), or
   b. Participated in the random controlled substances testing program for the previous twelve (12) months (from the date of application with the employer); and

3. The employer ensures that no prior employer of the driver of whom the employer has knowledge has records of violations of this part or the controlled substances use rule of another DOT agency within the previous six (6) months.

_The RTC will not consider for hire any applicants who have previously failed a drug or alcohol test with any DOT covered employer._

Current employees transferring into safety-sensitive positions will not be allowed to perform safety sensitive duties until the employee undergoes a pre-employment drug test with a verified negative result. Additionally, any current employee returning to a safety sensitive position after a period of 90 days or more for FTA and 30 days for FMCSA, and who has been out of the random pool during this time, must
undergo a pre-employment drug test with a verified negative result before performing safety sensitive duties.

B. Reasonable Suspicion

A safety-sensitive employee shall be required to submit to a FTA/FMCSA reasonable suspicion drug and/or alcohol test when a supervisor or company official suspects the employee has used a prohibited drug or misused alcohol. The testing referral will be made by a trained supervisor or company official based upon specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech, or body odor of the employee.

*Upon observation, it is the RTC’s policy that an Observation/Incident Report be completed to document the observations leading to an alcohol and/or controlled substances reasonable suspicion test, and signed by the supervisor who made the observations. It is also the RTC’s policy that in any Reasonable Suspicion circumstance, the employee’s supervisor will transport the employee to an appropriate collection site facility and await the completion of the collection procedure. The Supervisor will then transport the employee back to RTC premises, where a spouse, family member, or other individual will be contacted to transport the employee to his/her home. In the event no such individual is available, the RTC will transport the employee to his/her home. If the employee refuses to agree to be transported and attempts to operate his/her own vehicle, the RTC will make appropriate efforts to discourage the employee from doing so, up to and including contacting local law enforcement officials. Any employee and/or supervisor, failing to cooperate with the procedures described above, will be subject to disciplinary action up to and including termination of employment.*

C. Post-Accident (FTA)

Under the following circumstances, FTA-covered employees shall be subject to post-accident alcohol and controlled substances testing:

1. Fatal Accidents: As soon as possible following an accident involving the loss of human life, DOT drug and alcohol tests are conducted on all surviving/conscious covered employees. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, is tested.

2. Non-Fatal Accidents: Post-accident testing is required if one of the following conditions is met and if the covered employee cannot be completely discounted as a contributing factor to the accident, based upon the information available at the time of the decision:
a. An accident results in injuries requiring immediate medical treatment away from the scene, or

b. One or more vehicles receive disabling damage and have to be towed from the scene. Disabling damage is defined as damage which prevented the departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

i. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated. It does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts. Tire disablement without other damage, even if no spare tire is available, or damage to headlights, tail lights, turn signals, horn, or windshield wipers that makes them inoperative are not considered disabling damage.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes post-accident alcohol and substance abuse testing.

If an alcohol test is not administered within two (2) hours following the time of the accident, the supervisor of the employee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If an alcohol test is not administered within eight (8) hours after the accident, the supervisor shall cease attempts to have the alcohol test administered and maintain on file a record stating the reasons the test was not done within the eight (8) hour required timeline. The drug test should be taken as soon as possible with attempts to collect the specimen for substance abuse testing ceasing after 32 hours.

If the RTC is unable to perform post-accident tests within the required period of compliance, the RTC will use the test results administered by Federal, State or local law enforcement personnel under its own authority, provided the results are obtained by the RTC in conformance with the law.

Any covered employee subject to post-accident testing who fails to remain readily available for testing will be deemed to have refused to submit to the post-accident testing. This includes notifying the company of their location if they leave the scene of the accident prior to submission of the required test. Any refusal to test is automatically considered a positive test result.

The requirement to participate in post accident alcohol and substance abuse testing immediately following an accident shall be placed on hold while the employee assists in resolution of the accident or receives medical attention following the accident. The employee shall participate in testing as soon as they are no longer required to be at the scene of the accident.
Upon observation, it is the RTC’s policy that an Observation/Incident Report and a Post Accident Substance Abuse Decision form be completed for a post accident test, and signed by the supervisor who made the observations.

It is also the RTC’s policy that in any Post Accident circumstance, the employee’s supervisor will transport the employee to an appropriate collection site facility and await the completion of the collection procedure. The Supervisor will then transport the employee back to RTC premises, where a spouse, family member, or other individual will be contacted to transport the employee to his/her home. In the event no such individual is available, the RTC will transport the employee to his/her home. If the employee refuses to agree to be transported and attempts to operate his/her own vehicle, the RTC will make appropriate efforts to discourage the employee from doing so, up to and including contacting local law enforcement officials. Any employee and/or supervisor, failing to cooperate with the procedures described above, will be subject to disciplinary action up to and including termination of employment.

In these circumstances, the RTC will follow the testing and disciplinary procedures as described in the RTC’s Substance Abuse Policy negotiated in the current Collective Bargaining Agreement.

D. Post-Accident (FMCSA)

The following FMCSA-covered employees shall be subject to post-accident alcohol and controlled substances testing under the following circumstances:

1. As soon as practical following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving/conscious driver shall be tested for alcohol:

   a. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; AND

   b. Who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

      i. Bodily injury to any person who as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

      ii. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
2. As soon as practical following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving driver shall be tested for controlled substances:

a. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life

b. Who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident AND, if the accident involved:

   i. Bodily injury to any person who as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

   ii. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

3. The following table notes when a post-accident test is required to be conducted:

<table>
<thead>
<tr>
<th>Type of Accident Involved</th>
<th>Citation issued to Commercial Motor Vehicle Driver?</th>
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<tbody>
<tr>
<td>Human Fatality</td>
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<td>Yes</td>
</tr>
<tr>
<td></td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Bodily injury and immediate medical treatment away from the scene</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td></td>
<td>No</td>
<td>No</td>
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<tr>
<td>Disabling damage to any motor vehicle requiring tow away</td>
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<td>Yes</td>
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<td></td>
<td>No</td>
<td>No</td>
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If a post-accident test is not administered within two (2) hours following an accident, the supervisor of the employee shall prepare and maintain on file a record stating the reasons the test was not properly administered. If a test is not administered within eight (8) hours after the accident, the supervisor shall cease attempts to have the alcohol test administered and maintain on file a record stating the reasons the test was not done within the required eight (8) hours.

If a post-accident controlled substances test is not administered within 32 hours of the accident, the supervisor shall cease attempts to have the controlled substances test administered and prepare and maintain on file a record stating the reasons the test was not done within the required 32 hours.
An employee subject to post-accident testing shall remain readily available for such testing, including notifying his/her supervisor of his/her location if he/she leaves the accident scene. An employee who fails to do so shall be deemed to have refused to submit to testing. Nothing herein shall be construed to require the delay of necessary medical attention for the injured or to prohibit an employee from leaving the accident scene for the time period required to obtain emergency assistance.

**Upon observation, it is the RTC’s policy that an Observation/Incident Report and a Post Accident Substance Abuse Decision form be completed for a post accident test, and signed by the supervisor who made the observations.**

*It is also the RTC’s policy that in any Post Accident circumstance, the employee’s supervisor will transport the employee to an appropriate collection site facility and await the completion of the collection procedure. The Supervisor will then transport the employee back to RTC premises, where a spouse, family member, or other individual will be contacted to transport the employee to his/her home. In the event no such individual is available, the RTC will transport the employee to his/her home. If the employee refuses to agree to be transported and attempts to operate his/her own vehicle, the RTC will make appropriate efforts to discourage the employee from doing so, up to and including contacting local law enforcement officials. Any employee and/or supervisor, failing to cooperate with the procedures described above, will be subject to disciplinary action up to and including termination of employment.*

*In these circumstances, the RTC will follow the testing and disciplinary procedures as described in the RTC’s Substance Abuse Policy negotiated in the current Collective Bargaining Agreement.*

E. Random

Employees in safety sensitive positions will be subjected to random, unannounced testing for drugs and alcohol. The RTC will select employees for random drug and alcohol tests at a minimum of the current rates required by the FTA for annual testing. The RTC will select employees for random drug and alcohol tests at a minimum of the current rates required by the FMCSA

The selection of safety-sensitive employees for random drug and alcohol testing will be made using a scientifically valid method that ensures each covered employee has an equal chance of selection each time selections are made. Management does not have any discretion as to who will be selected. The random tests will be unannounced and spread throughout the year, the random period, all days of the week, and all hours when safety sensitive functions are performed. Random drug tests may occur at any time the employee is on duty. Random alcohol tests will occur just before, during, or just after the employee performs safety-sensitive work.
Employees are required to proceed immediately to the collection site upon notification of their random selection.

*In these circumstances, the RTC will follow the testing and disciplinary procedures as described in the RTC’s Substance Abuse Policy negotiated in the current Collective Bargaining Agreement.*

**F. Return to Duty and Follow-Up Testing**

In the event that an employee who has previously violated the policy is allowed to return to work for any reason, he or she will be required to complete the return-to-duty process. This includes evaluation by a Substance Abuse Professional (SAP), successful completion of the rehabilitation, treatment or education program outlined by the SAP, and obtaining a verified negative return-to-duty drug test and/or alcohol test with a result under 0.02.

In addition, upon return to work, the employee will be subject to follow-up testing for drugs and/or alcohol for a minimum period of 12 months and up to a maximum of five years. A minimum of six (6) follow-up tests will be conducted during the first 12 months. Although they are both unannounced, follow-up testing is apart and separate from random testing. The duration and frequency of testing will be designated by the SAP, but the actual follow-up testing dates will be decided by the DAPM.

All Return to Duty and Follow-Up substance abuse testing will be conducted under Direct Observation collection procedures.

*Under the RTC’s authority, the requirements for return-to-duty and follow-up testing will apply to any employee who completes a self-referred substance abuse program.*

*In these circumstances, the RTC will follow the testing and disciplinary procedures as described in the RTC’s Substance Abuse Policy negotiated in the current Collective Bargaining Agreement.*

**VII. BEHAVIOR THAT CONSTITUTES A TEST REFUSAL**

Behavior that constitutes a test refusal includes the following:

A. Failure to appear for any test (except for pre-employment) at the collection site in the time allotted;
B. Failure to remain at the test site until the drug or alcohol testing process is complete;
C. Failure to provide a urine, or breath specimen as required by 49 CFR Part 40;
D. Failure to permit the observation or monitoring of specimen collection when it is required;
E. Failure to provide a sufficient amount of urine or breath specimen when it is required;
F. Failure to provide a sufficient amount of urine or breath specimen without a valid medical explanation;
G. Failure to take a second test when required;
H. Failure to undergo a medical evaluation when required;
I. Failure to cooperate with any part of the testing process (Examples: refusal to wash hands or empty pockets as directed by the collector, behaving in a confrontational manner that disrupts the collection process;
J. For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if individual is wearing any type of prosthetic that could be used to interfere with the collection process;
K. Possession or wearing of a prosthetic or other device that could be used to interfere with the collection process;
L. Admitting to the collector or MRO that you adulterated or substituted the specimen; or
M. Verification by the Medical Review Officer that an employee’s specimen is adulterated or substituted.
N. Refusal to sign the certification at Step 2 of the Alcohol Testing Form;
O. Leaving the scene of an accident without just cause prior to submitting to post accident tests.

A refusal to test constitutes a violation of this policy and will be treated as a positive test result. Any employee who refuses to submit to any drug or alcohol test will be removed from safety sensitive work, provided educational materials, and referred to a Substance Abuse Professional. **In these circumstances, the RTC will follow the testing and disciplinary procedures as described in the RTC's Substance Abuse Policy negotiated in the current Collective Bargaining Agreement.**

VIII. TESTING PROCEDURES

All drug and alcohol testing will be conducted in accordance with FTA requirements 49 CFR Part 40, as revised: Procedures for Transportation Workplace Drug and Alcohol Testing Programs and in accordance with 49 CFR Part 655: Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations; and which ensures the protection of the employee and the integrity of the testing process. A copy of this document is available for review from the RTC Drug and Alcohol Program Administrator upon request. Following is a brief description of the drug and alcohol testing methodology.

A. Drug Testing Methodology
Testing for drugs will be conducted by urinalysis.

1. Initial Test: Initial testing will be performed on the primary sample using the EMIT Immunoassay technique. If the results are negative, no further testing will be required and a report will be provided to the Medical Review Officer (MRO). The MRO is responsible for evaluating, interpreting, and verifying laboratory test results and communicating them to the RTC, however verified negative results may be reported to the RTC by its third-party administrator.

2. Confirmation Test: Whenever a positive result is obtained on the initial test, confirmation testing will be automatically performed using the state-of-the-art Gas Chromatography/Mass Spectrometry (GC/MS). Results of confirmation testing will be sent to the Medical Review Officer (MRO).

The laboratory may also conduct validity testing to determine if the specimen has been adulterated, substituted, tampered with, or diluted. If the MRO reports a “negative-dilute” test result with creatinine levels greater than or equal to 2mg/dL but less than or equal to 5 mg/dL, the employee will be required to take a second test immediately under direct observation with no advance notice. If the MRO reports a “negative-dilute” test result with creatinine levels greater than 5 mg/dL, the employee will be required to take a second test immediately (not observed) with no advance notice.

Drug Testing Split Specimen: The urine specimen collected for FTA testing will be split and poured into two specimen bottles. This provides the employee or applicant with the option of having an analysis of the split sample performed at a second HHS-Certified Laboratory. The employee or applicant has 72 hours after being informed by the MRO of a verified positive, adulterated, or substituted test result to request a test of the split sample. All requests for split specimen analysis will be processed by the MRO.

For positive drug test results, the employee will be removed from their safety-sensitive functions, and the RTC will follow the disciplinary procedures as described in the RTC’s Substance Abuse Policy negotiated in the current Collective Bargaining Agreement.

B. Alcohol Testing Methodology

Testing for alcohol will be conducted by breath analysis. Alcohol tests will be performed by a Breath Alcohol Technician (BAT) who is trained and is proficient in the operation of the Evidential Breath Testing device being used and in the alcohol testing procedures specified in the Federal regulations.
1. **Initial Test:** If the result of the initial test indicates an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to the RTC as a negative test.

2. **Confirmation Test:** If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be performed. The confirmation test will be conducted at least 15 minutes, but not more than 30 minutes, after the completion of the initial test. This delay prevents any accumulation of alcohol in the mouth from leading to an artificially high reading. The employee is strongly advised may not eat, drink, belch, or put any object or substance into his or her mouth while awaiting the confirmation test.

If the initial test and the confirmation test results are not identical, the confirmation test is deemed to be the final result.

*Although FTA regulations deem any result of .04 or greater a positive result requiring immediate SAP referral, any result greater than .00 on an alcohol test will result in the employee being removed from their safety-sensitive functions, and the RTC will follow the disciplinary procedures as described in the RTC's Substance Abuse Policy negotiated in the current Collective Bargaining Agreement.*

**IX. CONSEQUENCES OF DRUG USE AND THE MISUSE OF ALCOHOL**

Any covered employee who has a verified positive drug test, an alcohol test result of 0.04 or above, or has refused to submit to a drug or alcohol test (including substitution or adulteration) will be immediately removed from his or her safety sensitive position, provided educational materials, and referred to a Substance Abuse Professional.

FTA Procedures: Any safety sensitive employee found to have an alcohol concentration of 0.02 or greater but less than 0.04 will be immediately removed from their safety-sensitive function for at least eight (8) hours following administration of the breath alcohol test.

FMCSA Procedures: Any safety sensitive employee found to have an alcohol concentration of 0.02 or greater but less than 0.04 will be immediately removed from their safety-sensitive function until the start of the driver's next regularly scheduled duty, but not less than 24 hours following administration of the breath alcohol test.

*For any positive test results (including an alcohol test of greater than .00), the employee will be removed from their safety-sensitive functions, and the RTC will follow the testing and disciplinary procedures as described in the RTC's*
X. PRESCRIPTION DRUG USE

The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. It is, however, the employee’s responsibility to inform their physician of the employee’s job duties and determine from the physician, or other health care professional, whether or not the prescribed drug may impair their job performance or mental or motor function. It is the responsibility of the employee to remove themselves from service if they are unfit for duty.

Pursuant to Service Employees International Union Agreement, Local 1107, Article 36 – RTC’s Substance Abuse Policy, employees are required to report the use of medically authorized drugs or other substances that may create a direct threat by impairing job performance of safety-sensitive functions to their supervisor. Failure to report the use of such drugs may be subject to disciplinary action up to and including termination and may be placed on a Last Chance Agreement when the use of drugs by that employee contributes to an accident or incident that results in property damage or injury to a person.

XI. EMPLOYEE EDUCATION, TRAINING AND ASSISTANCE PROGRAM

SUPERVISOR TRAINING

Any supervisory personnel responsible for determining whether an employee must be tested for substance abuse based on Reasonable Cause/Suspicion will be required to complete at least one (1) session of training on the specific contemporaneous physical, behavioral, and performance indicators of probable drug/alcohol use. One 60-minute session will be devoted to the alcohol program and one 60-minute session will be devoted to the drug program.

Positions to receive training under this plan are: All Directors, Managers, Supervisors, and identified lead personnel. Training will be provided by qualified personnel designated by the RTC.

EMPLOYEE EDUCATION

RTC will provide an education program for its employees, which will include the following:

- Display and distribution of informational material on substance abuse;
Display and distribution of a community service hot-line telephone number for employee assistance; and
Display and distribution of RTC’s Substance Abuse Plan regarding the use of prohibited drugs and/or alcohol.
Formal, documented training on the company substance abuse policy.
One hour of formal training on the effects and consequences of prohibited drug use on personal health, safety, the work environment and the signs and symptoms that may indicate prohibited drug and alcohol misuse.
Periodic updates and refresher training concerning substance abuse, life consequences and policy adherence.

XII. RECORD KEEPING

Records will be maintained as detailed in 49 CFR Part 40, as revised.

A. RECORDS MAINTAINED FOR ONE (1) YEAR:
   1. Cancelled Drug Test Results
   2. Negative Test Results
      a. Alcohol Test Results less than 0.02
      b. Alcohol Test Form with Results
      c. Employer’s Copy of the Federal CCF

B. RECORDS MAINTAINED FOR TWO (2) YEARS:
   1. Collection Process Records
      a. Collection log books, if used
      b. Random Selection Process
      c. Reasonable Suspicion Documentation
      d. Post Accident Testing Documentation
      e. MRO Documents Verifying Existence of a Medical Explanation for Insufficient Volume
      f. Records of Inspection, Maintenance, and Calibration of EBT
   2. Education and Training Records
      a. Drug Use Awareness Training
      b. Policy and Explanation of Regulatory Requirements
      c. Statement on Alcohol Misuse Awareness
      d. Display Materials
      e. Supervisory Training
      f. Names of Employees Attending Training and Dates/Times, and Agendas for such Training
      g. Certification that Training Complies with Requirements of Part 655

C. RECORDS MAINTAINED FOR THREE (3) YEARS:
1. Previous Employer Drug and Alcohol Test Records (Pre-Employment Background Checks)
2. Good Faith Effort Documentation

D. RECORDS MAINTAINED FOR FIVE (5) YEARS:
   1. Positive Test Results (including blind specimens)
      a. Alcohol Test Form (>= 0.02)
      b. Custody and Control Form
   2. Documentation of Test Refusals
   3. Employee Disputes
   4. Employee Referrals to SAP
   5. Return to Duty and Follow up Testing Documentation
   6. MIS Reports

E. REQUIREMENTS FOR RECORDS AND SPECIMEN STORAGE BY LAB, MRO, AND RTC.

Records are maintained for program administration and test results of individuals for whom RTC has testing responsibility. Upon completion of the collection process, the specimen is to be placed in secure storage until dispatched to the laboratory. The MRO is to maintain all necessary records and sends test result reports to RTC Substance Abuse Program Administrator, otherwise known as a Designated Employer Representative as defined by FTA regulations, who maintains records in a secure location with controlled access. All negative test results will be maintained for a period of no less than one year. All positive test results will be maintained for a period of no less than five years.
XIII. IDENTITY OF CONTACT PERSONS

A. Drug and Alcohol Program Manager(s) (DAPM) and Designated Employer Representative(s) (DER)

Name: Renard E. Allen II  
Title: Safety and Security Compliance Analyst  
Address: 600 South Grand Central Parkway  
Las Vegas, Nevada 89106  
Telephone: (702) 676-1539  
Fax: (702) 676-1638  
Cellular: (702) 913-8638

Name: Paul Curtis  
Title: Senior Safety and Security Compliance Analyst  
Address: 600 South Grand Central Parkway  
Las Vegas, Nevada 89106  
Telephone: (702) 676-1522  
Fax: (702) 676-1638  
Cellular: (702) 759-5099

B. Substance Abuse Program Medical Review Officer (MRO)

Name: Dr. Laura A Raymond M.D.  
Address: 3590 S 42nd St  
Grand Forks, ND 58201  
Telephone: (866) 792-9808  
Fax: (701) 746-5914

C. Substance Abuse Third Party Administrator (TPA)

Company: Global Safety Network  
Address: 3441 West Sahara Suite C-2  
Las Vegas, NV 89102  
Telephone: (702) 696-1555  
Fax: (702) 737-0493  
Contact: Jill Reynolds

D. Testing Laboratory

Company: Alere Toxicology Services Inc.  
Address: 1111 Newton St  
Gretna, LA 70053  
Telephone: (504) 361-8989
E. RTC Substance Abuse Professional (SAP)

Company: Circle Meets Square
SAP: Roberta Miranda
Address: 1334 S Maryland Parkway
        Las Vegas, NV
Telephone: (702) 529-2517

F. RTC Employee Assistance Program (EAP)

Company: Mines & Associates
Phone: 1-800-873-7138
Website: www.minesandassociates.com
Appendix A – Safety Sensitive Employees

The following positions are considered to be safety sensitive:

### FMCSA

<table>
<thead>
<tr>
<th>FMCSA Job Title</th>
<th>Employee Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Communications Systems Technician – CDL</td>
<td>Commercial Motor Vehicle &amp; Operation</td>
</tr>
<tr>
<td>Senior Traffic Communications Systems Technician – CDL</td>
<td>Commercial Motor Vehicle &amp; Operation</td>
</tr>
<tr>
<td>Manager Traffic Systems Maintenance</td>
<td>Commercial Motor Vehicle &amp; Operation</td>
</tr>
</tbody>
</table>

### FTA

<table>
<thead>
<tr>
<th>FTA Job Title</th>
<th>Employee Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Technician</td>
<td>Revenue Vehicle &amp; Maintenance</td>
</tr>
<tr>
<td>Senior Equipment Technician</td>
<td>Revenue Vehicle &amp; Maintenance</td>
</tr>
<tr>
<td>Vehicle Maintenance Coordinator</td>
<td>Revenue Vehicle Operation</td>
</tr>
<tr>
<td>Technical Equipment Coordinator</td>
<td>Revenue Vehicle &amp; Maintenance</td>
</tr>
<tr>
<td>Technical Equipment Supervisor</td>
<td>Revenue Vehicle &amp; Maintenance</td>
</tr>
<tr>
<td>Manager Fleet Services</td>
<td>Revenue Vehicle Operation</td>
</tr>
<tr>
<td>Vehicle Maintenance Compliance Inspector</td>
<td>Revenue Vehicle Operation</td>
</tr>
<tr>
<td>Manager Technical Equipment</td>
<td>Revenue Vehicle &amp; Maintenance</td>
</tr>
</tbody>
</table>
Appendix B - Definitions

**Adulterated Specimen** – A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

**Alcohol Use** – The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) containing alcohol.

**Breath Alcohol Technician (BAT)** – A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.

**Cancelled Test** – A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which 49 CFR Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

**Collector** – A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the Custody and Control form.

**Dilute Specimen** – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

**Disabling Damage** – Damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

1) Inclusion: Damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven.

2) Exclusions:
   a. Damage that can be remedied temporarily at the scene of the accident without special parts or tools.
   b. Tire disablement without other damage even if no spare tire is available.
   c. Headlamp or tail light damage.
   d. Damage to turn signals, horn, or windshield wipers, which makes the vehicle inoperable.

**DOT** – The U.S. Department of Transportation.

**Evidential Breath Testing (EBT) Device** – A device approved by NHTSA for the evidential testing of breath at the .02 and .04 alcohol concentrations, placed on NHTSA’s Conforming Products List (CPL) for “Evidential Breath Measurement Devices” and identified on the CPL as conforming with the model specifications available from NHTSA’s Traffic Safety Program.
FTA – The Federal Transit Administration, an agency of the U.S. Department of Transportation.

HHS – The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Mass Transit Vehicle – A vehicle used for mass transportation or for ancillary services.

Medical Review Officer (MRO) – A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.

Split Specimen – In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted specimen.

Substance Abuse Professional – A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing and aftercare.

Substituted Specimen – A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Verified Test – A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.
Appendix C

RTC AGREEMENT WITH RESPECT TO SUBSTANCE ABUSE TESTING

I, the undersigned employee of RTC, hereby certify that I have been furnished with a copy of RTC’s Substance Abuse Policy for Safety-Sensitive Employees, including its Employee Assistance Program (EAP) and that I have had training on the same. I understand that should I decide to use the services of the Employee Assistance Program (EAP) for a substance abuse problem, that the EAP is required to notify RTC’s Substance Abuse Program Administrator in order to protect my employment. I further certify that I have been provided with informational material, education and training on the dangers and problems of drug and/or alcohol use.

Executed this the __ day of _____, 20_______

________________________________________________________
Employee Signature

________________________________________________________
Print Name
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

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

SUBJECT: DISCUSS MATTERS RELATED TO POTENTIAL OR EXISTING LITIGATION

PETITIONER: M.J. MAYNARD, 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,

____________________________
M.J. MAYNARD
Chief Executive Officer

RTC Item #35
December 12, 2019
Non-Consent
AGENDA ITEM

SUBJECT: CITIZENS PARTICIPATION

PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC)
CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION

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

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,

M.J. MAYNARD
Chief Executive Officer

RTC Item #36
December 12, 2019
Non-Consent