REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

NOTICE AND AGENDA OF PUBLIC MEETING

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

8:45 A.M.* MAY 21, 2020

*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.

On March 22, 2020, the State of Nevada Executive Department issued Declaration of Emergency Directive 006, which suspends the requirement contained in Nevada Revised Statute 241.023(1)(b) that there be a physical location designated for meetings of public bodies where the public can attend and participate. Pursuant to Directive 006, the Regional Transportation Commission of Southern Nevada will not provide a physical location for the public to attend the meeting of the Regional Transportation Commission of Southern Nevada Board of Commissioners.

The meeting of the Regional Transportation Commission of Southern Nevada Board of Commissioners will be available to livestream at the following link https://www.rtcsnv.com/about/meetings-agendas/rtc/.

Additionally, the Regional Transportation Commission of Southern Nevada encourages citizen participation at its public meetings and will be accepting public comment via email. Public comment relating to the Regional Transportation Commission of Southern Nevada may be submitted via email to PublicComments@rtcsnv.com. Please make sure to include your name and the agenda item number you wish to comment on. Also, please indicate if you would like your comment read on the record as part of the record or just added to the backup for the record. Only the first 500 words of comments submitted to be read into the record will be read aloud. The remaining words will be included in the written record.

This meeting will be accessible to the public online. A sign language interpreter for the deaf will be made available with a 48-hour advance request to the Regional Transportation Commission of Southern Nevada offices. Phone: 702-676-1500  TDD: 702-676-1834

This agenda, including the supporting materials, is available at the Regional Transportation Commission of Southern Nevada’s website, http://www.rtcsnv.com; or by contacting Marin DuBois via mail at 600 S. Grand Central Pkwy, Ste. 350, Las Vegas, Nevada 89106, by calling (702) 676-1836, or by email at duboism@rtcsnv.com.

In accordance with the State of Nevada Executive Department’s Declaration of Emergency, Directive 006, which includes exceptions to Open Meeting Law, it is hereby noted that this meeting agenda has been properly noticed and posted at the following locations:

RTC Website  Nevada Public Notice
www.rtcsnv.com  https://notice.nv.gov

BY:_____________________________________________________________
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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<th>Metropolitan Planning Organization</th>
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<tr>
<td>SUBJEC T: CITIZENS PARTICIPATION</td>
<td>Transit</td>
<td>Administration and Finance</td>
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<td>PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
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<td>RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERNEVADA (RTC) CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION</td>
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<td>GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM</td>
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FISCAL IMPACT:

None

BACKGROUND:

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

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

Respectfully submitted,

[Signature]

M.J. MAYNARD
Chief Executive Officer

RTC Item #1
May 21, 2020
Non-Consent
Items 2 and 5 through 50 are items for possible action. Items 1, 3, 4, and 51 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 45)
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 April 9, 2020 (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 REVISIONS TO THE UNIFORM STANDARD SPECIFICATION SECTIONS 401 “PLANTMIX BITUMINOUS PAVEMENTS – GENERAL,” 404 “HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT,” AND 703 “BITUMINOUS MATERIALS” (FOR POSSIBLE ACTION)

**9. APPROVE REVISIONS TO UNIFORM STANDARD DRAWINGS WITH RESPECT TO CURRENT ACCESSIBILITY BEST PRACTICES WITHIN THE RIGHT-OF-WAY (FOR POSSIBLE ACTION)

**10. 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 144AH-FTI2; FAST NETWORK UPGRADES (FOR POSSIBLE ACTION)
**11. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CLARK COUNTY PROJECT 223M-FTI2; INTERSECTION IMPROVEMENTS PROGRAM: TRAFFIC IMPROVEMENTS NO. 105 (FOR POSSIBLE ACTION)**

**12. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE FUNDING FOR RIGHT-OF-WAY FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CLARK COUNTY PROJECT 010N-FTI2; RAINBOW BOULEVARD, ERIE AVENUE TO BLUE DIAMOND ROAD (FOR POSSIBLE ACTION)**

**13. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CLARK COUNTY PROJECT 113E-FTI2; FORT APACHE ROAD, WARM SPRINGS ROAD TO TROPICANA AVENUE (FOR POSSIBLE ACTION)**

**14. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5 TO INCREASE FUNDING FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CLARK COUNTY PROJECT 008S-MVFT; RUSSELL ROAD, LAS VEGAS BELTWAY TO RAINBOW BOULEVARD (FOR POSSIBLE ACTION)**

**15. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE FUNDING FOR ENGINEERING FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CLARK COUNTY PROJECT 024N-MVFT; PECOS ROAD, OWENS AVENUE TO ALEXANDER ROAD (FOR POSSIBLE ACTION)**

**16. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO EXTEND THE PROJECT COMPLETION DATE AND INCREASE FUNDING FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CLARK COUNTY PROJECT 033R-MVFT; JONES BOULEVARD, ERIE AVENUE TO BLUE DIAMOND ROAD (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 LAS VEGAS PROJECT 009L-FTI2; CHARLESTON BOULEVARD, MARYLAND PARKWAY TO BOULDER HIGHWAY (FOR POSSIBLE ACTION)**

**18. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 045E-FTI2; OGDEN AVENUE, MAIN STREET TO CASINO CENTER BOULEVARD (FOR POSSIBLE ACTION)**

**19. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 170E-FTI2; CENTENNIAL PARKWAY, ALPINE RIDGE WAY TO DURANGO DRIVE (FOR POSSIBLE ACTION)**
**20. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 237A-FTI2; UTAH AVENUE, INDUSTRIAL ROAD TO 3RD STREET (FOR POSSIBLE ACTION)

**21. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM QUESTION 10 FUNDS FOR CITY OF LAS VEGAS PROJECT 190C-Q10; PEDESTRIAN BRIDGES: CC-215 BELTWAY TRAIL AT SUMMERLIN PARKWAY AND LAKE MEAD BOULEVARD (FOR POSSIBLE ACTION)

**22. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 179B-FTI2; 6TH STREET, BRIDGER AVENUE TO STEWART AVENUE (FOR POSSIBLE ACTION)

**23. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE PROJECT FUNDING FOR ENGINEERING, RIGHT-OF-WAY AND CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS, FOR CITY OF LAS VEGAS PROJECT 071G-MVFT; BUFFALO DRIVE, CHARLESTON BOULEVARD TO SAHARA AVENUE (FOR POSSIBLE ACTION)

**24. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF NORTH LAS VEGAS PROJECT 135AJ-MVFT; ARTERIAL RECONSTRUCTION: DECATUR BOULEVARD, LONE MOUNTAIN ROAD TO ANN ROAD (FOR POSSIBLE ACTION)

**25. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF NORTH LAS VEGAS PROJECT 223N-MVFT; INTERSECTION IMPROVEMENTS PROGRAM: FISCAL YEAR 2020 CONTRACT NO. 2 CITY OF NORTH LAS VEGAS (FOR POSSIBLE ACTION)

**26. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE FUNDING FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 171B-FTI2; WATER STREET, MAJOR AVENUE TO LAKE MEAD PARKWAY (FOR POSSIBLE ACTION)

**27. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 FOR ENGINEERING AND CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 201A-FTI2; ROMA HILLS DRIVE, WEST HORIZON RIDGE PARKWAY TO ASCAYA BOULEVARD (FOR POSSIBLE ACTION)

**28. APPROVE AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING AND CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX DIRECT DISTRIBUTION FUNDS FOR CITY OF BOULDER CITY PROJECT 159F-MVFT BICYCLE PATH ASPHALT PAVING: FISCAL YEAR 2020 CITY OF BOULDER CITY (FOR POSSIBLE ACTION)
**29. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM MOTOR VEHICLE FUEL TAX DIRECT DISTRIBUTION FUNDS FOR CITY OF MESQUITE PROJECT 063AQ-MVFT; OASIS BOULEVARD AND IVY LEE CREST INTERSECTION PROJECT (FOR POSSIBLE ACTION)**

**30. RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CLARK COUNTY PROJECT 024P-FTI2; PECOS ROAD, OWENS AVENUE TO ALEXANDER ROAD REHABILITATION, TO LAS VEGAS PAVING CORPORATION FOR $7,699,900.00 (FOR POSSIBLE ACTION)**

**31. RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CLARK COUNTY PROJECT 147C-FTI2; CACTUS AVENUE, VERONA WOOD STREET TO POLARIS AVENUE, TO LAS VEGAS PAVING CORPORATION FOR $8,765,000.00 (FOR POSSIBLE ACTION)**

**32. RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CLARK COUNTY PROJECT 008S-MVFT; RUSSELL ROAD, LAS VEGAS BELTWAY TO RAINBOW BOULEVARD, TO TARGET CONSTRUCTION FOR $14,823,563.00 (FOR POSSIBLE ACTION)**

**33. RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CLARK COUNTY PROJECT 135AB1-MVFT; ARTERIAL RECONSTRUCTION 2019 CLARK COUNTY MAINTENANCE, TO CG&B ENTERPRISES FOR $7,928,610.00 (FOR POSSIBLE ACTION)**

**34. RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 225A-FTI2; BRADLEY ROAD, WHISPERING SANDS DRIVE TO GRAND TETON DRIVE, TO TAND INCORPORATED FOR $816,632.00 (FOR POSSIBLE ACTION)**

**35. RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF LAS VEGAS PROJECT 194A-MVFT; SYMPHONY PARK INFRASTRUCTURE; PHASE 2, TO LAS VEGAS PAVING CORPORATION FOR $2,189,000.00 (FOR POSSIBLE ACTION)**

Planning

**36. 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)**

ADMINISTRATION AND FINANCE

Purchasing

**37. APPROVE AMENDMENT NO. 2 TO CONTRACT NO. 12-081-A, OPERATION AND MAINTENANCE OF FIXED ROUTE SERVICES - LOT A, BETWEEN THE RTC AND MV CONTRACT TRANSPORTATION, INC TO ADD THE ABILITY TO PROVIDE A TEMPORARY PREMIUM PAY INCREASE DURING STATES OF EMERGENCY AND
**38. APPROVE AMENDMENT NO. 4 TO CONTRACT NO. 12-081-B, OPERATION AND MAINTENANCE OF FIXED ROUTE SERVICES - LOT B, BETWEEN THE RTC AND KEOLIS TRANSIT SERVICES, LLC TO ADD THE ABILITY TO PROVIDE A TEMPORARY PREMIUM PAY INCREASE DURING STATES OF EMERGENCY AND OTHER SPECIAL CONDITIONS, FOR WHICH THE RTC WILL USE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES ACT) FUNDS, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)**

**39. APPROVE AMENDMENT NO. 04 TO CONTRACT 17-050DS, DESIGN SERVICES FOR THE INTEGRATED BUS MAINTENANCE FACILITY (IBMF) BUS WASH UPGRADES PROJECT, TO HDR ENGINEERING, INC. TO ADD ADDITIONAL WORK TO THE SCOPE OF SERVICES, INCREASE FUNDING BY $3,822.90, EXTEND THE TERM OF THE CONTRACT TO SEPTEMBER 30, 2020, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)**

**40. APPROVE CONTRACT NO. 17-066-1, SPECIALIZED MEDICAID MOBILITY SERVICES, WITH SUNRISE ADULT DAY CARE, LLC FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021 IN THE NOT-TO-EXCEED AMOUNT OF $475,200.00, WITH ONE ONE-YEAR OPTION, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)**

**41. APPROVE AMENDMENT NO. 03 TO CONTRACT 18-086, WAYCARE ARTIFICIAL INTELLIGENCE SYSTEM FOR TRAFFIC SAFETY AND TRAFFIC FLOW OPTIMIZATION, WITH WAYCARE TECHNOLOGIES, INC. IN THE NOT-TO-EXCEED AMOUNT OF $989,450.00 FOR THE PERIOD OF JUNE 1, 2020 THROUGH MAY 31, 2021, PURSUANT TO NEVADA REVISED STATUTE 332.115.1(H), AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)**

**42. APPROVE CONTRACT NO. 20-026, FOR INFORMATION TECHNOLOGY PROGRAM MANAGEMENT CONSULTING SERVICES, WITH DYNTEK SERVICES, INC. FOR A NOT-TO-EXCEED AMOUNT OF $300,000.00 FOR THE BASE PERIOD OF JULY 1, 2020 TO JUNE 30, 2022, WITH THREE ONE-YEAR OPTIONS, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AGREEMENT OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)**

**43. APPROVE AGREEMENT 20-046, ADAPTIVE TRAFFIC SYSTEMS EQUIPMENT AND PROFESSIONAL SERVICES, TO RHYTHM ENGINEERING, LLC IN THE AMOUNT NOT-TO-EXCEED $499,406.00 FROM MAY 25, 2020 THROUGH FEBRUARY 28, 2021 AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT; OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)**

Finance

**44. APPROVE UNITED STATES DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT UNDER THE CONSOLIDATED APPROPRIATIONS ACT, 2018 (PUB. L.
115-141, MARCH 23, 2018) FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FISCAL YEAR 2018 BUILD TRANSPORTATION DISCRETIONARY GRANTS), AUTHORIZE THE DEPARTMENT OF FINANCE TO OBLIGATE THE FUNDS, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

Human Resources

**45. APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE RTC, FIRSTMED HEALTH AND WELLNESS CENTERS, AND THE UNIVERSITY OF NEVADA, LAS VEGAS FOR THE TRIUMPH LV PROJECT, AS SELECTED FOR THE PUBLIC TRANSPORTATION INNOVATION PROGRAM DISCRETIONARY GRANT FUNDING, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)**

**END OF CONSENT AGENDA**

METROPOLITAN PLANNING ORGANIZATION

Planning

46. ACCEPT A FINAL REPORT ON THE BOULDER HIGHWAY MULTIMODAL TRANSPORTATION INVESTMENT STUDY (FOR POSSIBLE ACTION)

ADMINISTRATION AND FINANCE

Finance

47. RECEIVE A PRESENTATION ON THE TENTATIVE BUDGET FOR FISCAL YEAR 2021 (FOR POSSIBLE ACTION)

48. CONDUCT A PUBLIC HEARING ON THE TENTATIVE BUDGET FOR FISCAL YEAR 2021 (FOR POSSIBLE ACTION)

49. ADOPT THE FINAL BUDGET FOR FISCAL YEAR 2021 AND DIRECT THE DEPARTMENT OF FINANCE TO TRANSMIT THE FINAL BUDGET AS ADOPTED TO THE NEVADA DEPARTMENT OF TAXATION (FOR POSSIBLE ACTION)

Government Affairs

50. 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

51. 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.
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

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,

[Signature]

M.J. Maynard
Chief Executive Officer

RTC Item #3
May 21, 2020
Non-Consent
AGENDA ITEM

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

RTC Item #4
May 21, 2020
Non-Consent
MINUTES
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
APRIL 9, 2020

These minutes are prepared in compliance with NRS 241.035. Text is in summarized rather than verbatim format. For complete contents, please refer to meeting recordings on file at the Regional Transportation Commission.

THIS MEETING WAS PROPERLY NOTICED AND POSTED
IN THE FOLLOWING LOCATIONS ON APRIL 2, 2020

In accordance with the State of Nevada Executive Department’s Declaration of Emergency, Directive 006, which includes exceptions to Open Meeting Law, it is hereby noted that this meeting agenda was properly noticed and posted at the following locations:

RTC Website Nevada Public Notice
www.rtcsnv.com https://notice.nv.gov

CALL TO ORDER
Mr. Larry Brown, Chair, called the meeting to order at 9:14 a.m. via Webex conference call. In accordance with the State of Nevada Executive Department’s Declaration of Emergency, Directive 006, the meeting did not have a physical location.

MEMBERS PRESENT (via teleconference):
Larry Brown, Chair, Clark County
Debra March, Vice-Chair, City of Henderson
Stavros Anthony, City of Las Vegas
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:
None

RTC STAFF (via teleconference):
M.J. Maynard, Chief Executive Officer
David Swallow, Deputy Chief Executive Officer
Francis Julien, Deputy Chief Executive Officer
Greg Gilbert, Outside Legal Counsel
Angela Torres-Castro, Chief Strategy, Policy and Marketing Officer
Marc Traasdahl, Chief Financial Officer
John Peñuelas, Senior Director of Engineering
Aileen Pastor, Government Affairs Supervisor
Marin DuBois, Management Analyst
David Gloria, Management Analyst

INTERESTED PARTIES (email submission):
Don Johnson, MV Transportation
Robin Kincaid
Marc Perla, Keolis North America
Stephanie Vrsnik

RTC Item #5
May 21, 2020
Consent
**Item:** 1. CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION

**Comments:**
No comments were made.

**Motion:**
No motion was necessary.

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

**Item:** 2. APPROVE THE AGENDA (FOR POSSIBLE ACTION)

**Comments:**
No comments were made.

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

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

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

**Comments:**
Ms. M.J. Maynard, Chief Executive Officer (CEO) for the Regional Transportation Commission of Southern Nevada (RTC), informed the RTC Board of Commissioners (Board) that there would not be a CEO report this month. She noted that staff would have updates for the Board at its May 2020 meeting.

**Motion:**
No motion was necessary.

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

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

**Comments:**
Following a detailed PowerPoint presentation [attached], Ms. Kristina Swallow, Director for the Nevada Department of Transportation (NDOT), provided a brief update to the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners (Board). She began with a safety update, announcing that roadway deaths were down in March 2020 compared to March of 2019. Consequently, the year-over-year totals were also lower for 2020. However, pedestrian fatalities were up in the state, but remained flat in Clark County. She believed most of these numbers are a result of decreased volume on roadways due to the response to COVID-19. She also reported that there is an increased severity of crashes. There has also been an increase to the number of DUIs and drivers exceeding the speed limit.

Ms. Swallow then discussed NDOT’s COVID-19 response and how it was implementing Governor Steve Sisolak’s Emergency Declaration directives. She noted that staff was working from home where possible and social distancing, and other sanitizing guidelines were being implemented at work sites.
Next, Ms. Swallow discussed the launch of the Active Traffic Management (ATM) signs on the freeways. Referring to images on a slide, she described a recent incident where the ATM signs directed drivers on the freeway to merge accordingly. This included the use of the High-Occupancy Vehicle (HOV) lane as an open lane for any vehicle, regardless of the number of occupants in the vehicle.

In closing, Ms. Swallow announced that NDOT was participating in “Walk and Roll Wednesdays” to encourage people to get outside and walk or bike during the COVID-19 quarantine period.

Vice-Chair Debra March reminded Director Swallow of a discussion that took place at the March 12, 2020 Board meeting regarding the Via Nobila interchange on Interstate-15 (I-15). She reiterated Chair Larry Brown’s comments from the March meeting that now was a good time to pause the process. She emphasized that it was an opportunity to have a robust conversation regarding the proposed changes. Ms. Swallow said that the process has not been paused wholly, but NDOT will continue the conversation and is incorporating the appropriate information for decision-making related to the project.

Commissioner Jim Gibson sought confirmation that updated data is being provided to NDOT by the City of Henderson as it pertains to the proposed Sloan and Via Nobila interchanges on I-15. Ms. Swallow confirmed that NDOT is looking at using information provided by the City of Henderson, but reiterated that it is not in the RTC model.

**Motion:**
No motion was necessary.

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

**CONSENT AGENDA (ITEMS 5 THROUGH 13)**
All items marked with asterisks (**) are considered by the Regional Transportation Commission to be routine and may be acted upon in one motion. However, the Regional Transportation Commission may discuss any consent item individually if requested by a Commission member or a citizen when the consent agenda is considered for approval.

| **5.** | APPROVAL OF MINUTES: Meeting of March 12, 2020 (FOR POSSIBLE ACTION) |
| **6.** | 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) |
| **7.** | APPROVE AMENDMENT NO. 4 TO CONTRACT 15-069DS, DESIGN SERVICES FOR THE COMPRESSED NATURAL GAS (CNG) FUELING INFRASTRUCTURE UPGRADES PROJECT, WITH FUEL SOLUTIONS, INC. FOR ADDITIONAL DESIGN SERVICES IN PHASE B AND INCREASE THE NOT-TO-EXCEED CONTRACT FROM $1,466,608.00 TO $1,536,440.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT (FOR POSSIBLE ACTION) |
| **8.** | APPROVE THE AWARD OF BID NO. 17-053CON, COMPRESSED NATURAL GAS (CNG) DETECTION SYSTEM UPGRADE AT INTEGRATED BUS MAINTENANCE FACILITY (IBM) AND SUNSET MAINTENANCE FACILITY (SMF) PROJECT, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, SLETTEN CONSTRUCTION OF NEVADA, INC., IN THE NOT-TO-EXCEED AMOUNT OF $2,794,427.00, INCLUSIVE OF A $175,000.00 OWNER-CONTROLLED ALLOWANCE AND A $75,000.00 PERMIT ALLOWANCE, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION) |
**9.** APPROVE THE AWARD OF BID NO. 19-020CON, LAS VEGAS BOULEVARD MAX STATIONS ADA IMPROVEMENTS, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, RM CONTRACTING, LLC, IN THE NOT-TO-EXCEED AMOUNT OF $670,650.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)

**10.** APPROVE A PURCHASE ORDER FOR PROJECT NO. 20-037 TO DYNTETEK SERVICES, INC. FOR THE PURCHASE OF HARDWARE EQUIPMENT IN THE NOT-TO-EXCEED AMOUNT OF $527,269.00 AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER (FOR POSSIBLE ACTION)

**11.** APPROVE AND ADOPT RESOLUTION 576 REQUESTING THE BOARD OF CLARK COUNTY COMMISSIONERS ISSUE REVENUE REFUNDING BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED ONE HUNDRED (100) MILLION DOLLARS FOR THE PURPOSE OF REFUNDING A PORTION OF THE CLARK COUNTY, NEVADA SALES AND EXCISE TAX REVENUE (STREETS AND HIGHWAYS PROJECTS) IMPROVEMENT BONDS, SERIES 2010C (TAXABLE DIRECT PAY BUILD AMERICA BONDS); AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

**12.** ADOPT AND AUTHORIZE THE CHAIRMAN TO SIGN THE FEDERAL TRANSIT ADMINISTRATION FEDERAL FISCAL YEAR 2020 ANNUAL LIST OF CERTIFICATIONS AND ASSURANCES (FOR POSSIBLE ACTION)

**13.** APPROVE A SETTLEMENT WITH CE MOBILE INSTALLS IN THE AMOUNT OF $153,500.00 AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

Comments:
No comments were made.

Motion:
Commissioner Jim Gibson made a motion to approve the agenda.

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

Item:
14. DETERMINE A TRANSPORTATION PLANNING EMERGENCY FOR THE CONSIDERATION OF REGIONAL TRANSPORTATION PLAN AMENDMENTS 19-27 AND 20-02 (FOR POSSIBLE ACTION)

15. APPROVE AMENDMENT CLARK 19-27 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

16. APPROVE AMENDMENT CLARK 20-02 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

Comments:
Following a detailed PowerPoint presentation [attached], Mr. David Swallow, Deputy Chief Executive Officer for the Regional Transportation Commission of Southern Nevada (RTC), read through the items’ recommendations, explaining that Item 14 was to determine a transportation planning emergency for the consideration of Regional Transportation Plan (RTP) Amendments 19-27 and 20-02. Subsequently, Item 15 was to approve Amendment 19-27 to the 2017-2040 RTP, and Item 16 was to approve amendment Clark 20-02 to the 2017-2040 RTP.
Mr. Swallow stated that the RTC’s Policies and Procedures serve as guidelines for the funding and administration of projects under the RTC’s jurisdiction. Section 9.6.1 of the Policies and Procedures prescribes that projects be submitted through the RTC’s Executive Advisory Committee (Committee) before being brought before the RTC Board of Commissioners (Board) for approval.

Furthermore, Mr. Swallow continued, in response to the Governor’s Declaration of Emergency directives issued in March 2020, the RTC cancelled its regular meeting of the Committee scheduled for March 26, 2020. This cancellation prevented the Committee from approving the two amendments brought before the Board at the present meeting. However, per the RTC’s Policies and Procedures, a transportation planning emergency determination would allow for the Board’s consideration of the amendments.

Then, Mr. Swallow explained that the two amendments included near-term and long-term projects that would not be able to proceed until they were included in the RTP. The amendments included projects that had available funding and were ready for engineering, right of way, or construction. Maintaining project schedules was critical for the safe and efficient operation of the transportation system. He added that both amendments were presented to the Committee previously and underwent a 30-day public comment period where no comments were received. Staff recommended approval of the amendments.

**Motion:**
Vice-Chair Debra March made a motion to determine a transportation planning emergency for the consideration of Regional Transportation Plan Amendments 19-27 and 20-02, and to approve amendments Clark 19-27 and 20-02 to the 2017-2040 Regional Transportation Plan.

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

**Item:**
17. RECEIVE INFORMATION ON THE MAY 2020 RTC BOARD OF COMMISSIONERS MEETING AND DIRECT STAFF ACCORDINGLY (FOR POSSIBLE ACTION)

**Comments:**
Mr. Marc Traasdahl, Chief Financial Officer for the Regional Transportation Commission of Southern Nevada (RTC), provided information on the May 2020 RTC Board of Commissioners (Board) meeting. He recommended that the Board reschedule its May 14, 2019 meeting to May 21, 2019 in order to conduct general business and hold a public hearing on the budget in compliance with Nevada Revised Statutes.

**Motion:**
Commissioner Jim Gibson made a motion to approve reschedule the May 14, 2020 Regional Transportation Commission of Southern Nevada Board of Commissioners meeting to May 21, 2020.

**Vote/Summary:**
8 Ayes. 0 Nays. The motion carried.
Ayes: Stavros Anthony, Isaac Barron, Larry Brown, George Gault, Jim Gibson, Carolyn Goodman, Debra March, Kiernan McManus
Nays: None
Absent: None
Item:
18. RECEIVE A PRESENTATION ON THE TENTATIVE BUDGET FOR FISCAL YEAR 2021 AND DIRECT THE RTC DEPARTMENT OF FINANCE TO SUBMIT THE TENTATIVE BUDGET TO THE NEVADA DEPARTMENT OF TAXATION BY APRIL 15, 2020, AS REQUIRED UNDER NEVADA REVISED STATUTE (NRS) 354.596 (FOR POSSIBLE ACTION)

Comments:
Following a detailed PowerPoint presentation [attached], Mr. Marc Traasdahl, Chief Financial Officer for the Regional Transportation Commission of Southern Nevada (RTC), presented the RTC’s tentative budget for Fiscal Year (FY) 2021 to the RTC Board of Commissioners (Board). Mr. Traasdhahl prefaced the presentation by noting the current economic and budgeting challenges the RTC, and other agencies, face due to the impact of COVID-19. He noted that staff would be submitting the budget prepared prior to the impact of COVID-19 to the State of Nevada Department of Taxation on April 15, 2020. However, he continued, staff would prepare a new budget with updated estimates of revenue and expenditures that would be brought before the Board for review and approval at its May 21, 2020 meeting. Financial consultant Hobbs, Ong and Associates would be providing impact estimates. Unfortunately, he continued, while project impacts were uncertain, they would be significant.

Mr. Traasdahl remarked that two measures would help get the RTC through this time. First, the Coronavirus Aid, Relief, and Economic Security (CARES) Act allocated $25 billion to transit agencies. This includes a $112 million apportionment to the RTC. Staff is researching grant requirements for reimbursement and had already prepared and submitted the grant applications to access the funds. Second, the RTC has a cash reserve policy of six months operating expenses available in the transit fund. This sits at $120 million dollars.

Mr. Traasdahl reported that the presentation included the budget as it was prior to the impacts along with preliminary possible impacts. The original budget included total funding sources of $827.2 million. He emphasized that this will change in the final budget, noting that due to a less stable municipal bond market, the bond refunding for FY 2021 of $125.7 million has been delayed from July 1, 2020 to October 2, 2020. He reminded the Board that the amounts presented are pre-COVID-19 impacts and is what will be filed with the state of the initial budget filing.

Next, Mr. Traasdahl shared the projected Sales and Use Tax Revenue numbers. This was originally budgeted at $241 million. It was up 7.8 percent year to date through the end of December 2019. Staff was projecting an increase of five percent for FY 2020 and budgeting a 3.5 percent increase for FY 2021. The projected impact of COVID-19 reduced those numbers significantly, with a decrease of 12 percent in FY 2020. For FY 2021, staff is projecting a 24 percent decrease from pre-COVID-19 budgeted amounts.

Mr. Traasdahl presented the transit operating revenue, noting that the Sales Tax was projected at $180.8 million pre-COVID-19, but would be reduced to $138.1 million based on updated estimates. Additionally, the fare revenue was originally estimated to be $68.1 million, but was projected to be only $39.5 million with the COVID-19 impacts.

Next, Mr. Traasdahl reported that the original Streets and Highways budget was estimated at $60.3 million, but the COVID-19 impact amount was estimated to be $46.1 million. He detailed that the Motor Vehicle Fuel Tax (MVFT) was originally estimated at $75.9 million. The COVID-19 estimate was down 43.6 percent to $42.8 million. Fuel Revenue Indexing (FRI) 1 and 2 would see similar
reductions. FRI 1 was expected to drop from original estimate of $93.2 down to $52.6 million. FRI 2 would drop from $25 million down to $15.8 million.

Fare revenue was budgeted at $65 million with $50.7 million from the general market and $14.3 million on the Las Vegas Strip, Mr. Traasdahl said. However, the COVID-19 impact estimates are for a $28.6 million reduction for FY 2021.

For expenditures, Mr. Traasdahl said staff continued to prepare a new budget for FY 2021 by analyzing expenditures. Staff would bring back the new amount for total expenditures at the May 2020 meeting. The original budget planned for $297.2 million in capital outlay.

The Transit Capital budget was originally set at $132.1 million, where the RTC anticipated to receive $103.6 million in grant funding. Staff would re-evaluate that program and determine what, if any, could be delayed or eliminated for procurement. Mr. Traasdahl added that the RTC had intended to buy two electric buses, but would delay that procurement. This portion of the budget included other improvements for the compressed natural gas (CNG) components, bus shelters, facility upgrades at the two bus yards and other technology upgrades. These will also be reviewed to determine what needs to move forward and what can be delayed.

Next, Mr. Traasdahl discussed the outstanding bonds, remarking that these would not go away with the COVID-19 impacts. He said that the RTC has $626.4 million in outstanding debt, and have to pay $90.2 million in debt service.

The budgeted transit operating expenditures will also be reduced, Mr. Traasdahl detailed. It was originally budgeted at $124.1 million. It would be reduced to $101 million. The service hours would also be reduced. He said staff had anticipated having 1.8 million hours in FY 2021, but that would see a significant reduction to 1.4 million hours. Paratransit was originally budgeted at $56.3 million and would be reduced to $56.1 million. This, he noted, was because staff anticipates a higher demand for paratransit than fixed route. Fuel costs were originally projected at $8.6 million, but would be reduced to $7.5 million as a result of reduced service hours.

Mr. Traasdahl reminded the Board that the strategy was to submit the pre-COVID-19 impacted budget for the initial April 15, 2020 filing and prepare a new budget for approval in May 2020.

Vice-Chair Debra March asked if the RTC is still pursuing grant opportunities to fill some of these gaps. Mr. Traasdahl assured her that staff is looking at all opportunities.

Motion: No motion was necessary.

Vote/Summary: No vote was taken.
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:
20. 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:
In accordance with the State of Nevada Executive Department’s Declaration of Emergency, Directive 006, the meeting did not have a physical location. As the Regional Transportation Commission of Southern Nevada (RTC) encourages citizen participation at its public meetings, it accepted public comment via email. Comments received up until this comment period were read aloud on the record by Ms. Aileen Pastor, Government Affairs Supervisor for the RTC. Below are the comments received and read.

Mr. Don Johnson, MV Transportation, submitted the following comments:
MV Transportation is committed to providing safe and reliable transportation for our passengers and our operators during this unique and challenging time. Both at the corporate and local level, our company is closely monitoring developments of the COVID-19 outbreak and following all Centers for Disease Control (CDC) and local public health guidelines. As a result, we have made a number of adjustments to our processes and policies in support of social distancing guidelines in addition to implementing enhanced standards to protect our passengers and our bus operators. At the outset of the outbreak, we began an awareness campaign to encourage employees to follow the advice of the CDC and ensure that they wash their hands frequently and, when soap is not available, utilize hand sanitizer. This ongoing awareness program also included directions to not come to work when sick and to contact their healthcare provider. We implemented enhanced daily cleaning of buses and paratransit vehicles the first week of March with CDC-compliant, hospital-grade disinfectants that have been proven to be effective against viruses like COVID-19. This process includes cleaning seats, seatbelts, seat frames, stanchions, doors, bus interior surfaces, wheelchair lifts and controls, floors and the entire driver’s area, including the instrument panel. Similarly, we are cleaning our operational facilities daily, with multiple cleaning of high-touch areas. We provide our drivers and support staff with personal protection equipment (PPE) including gloves, hand sanitizer, and face coverings. While these items are in critical short supply, we have been able to leverage our national partnerships to successfully source these items. For example, a shipment of 140,000 facemasks will arrive today in Las Vegas to support the MV team. For added safety, we are further limiting possible exposure for our drivers with social distance practices such as regular use of driver safety doors and implementation of rear-door entry bus access. During this unique and challenging time MV looks forward to continued close collaboration and partnership with the RTC in providing safe and reliable transportation for the Las Vegas community.

Next, Mr. Marc Perla, Keolis North America, submitted the following comments:
At Keolis, safety of our employees and our passengers is our number one priority. As the coronavirus impacts our state and our cities it is imperative that we protect our employees who play such a vital role to our public. Keolis knows that essential workers, first responders, healthcare professionals and the community at large needs safe and reliable transportation to get to where they need to go. We are
dedicated to ensuring that public transit is the safest alternative. In doing so we provide our drivers and support staff with personal protection equipment (PPE) including gloves, hand sanitizer and germicidal wipes, and face coverings. While these items are in critical short supply, we have been able to successfully source these items from our respective suppliers. For added safety, we are further limiting possible exposure for our drivers with social distance practices such as regular use of driver safety doors and, thanks to the leadership of RTC, implemented rear-door entry bus access. Our employees are also updated routinely on the coronavirus, its impacts and safety procedures to minimize exposure while maintaining the front line. Keolis, being both a national and international company (with contracts in Europe, India, Australia and China to name a few) is also interacting with our entire network to fine-tune best practices and safety procedures for our Las Vegas operation. Additionally, we continue to maintain a strong partnership with RTC to ensure that we deliver safe and reliable services to our employees and public. Thank your time and leadership during these trying times. I wish all of you good health.

Ms. Stephanie Vrsnik submitted the following comments:

Good Morning Commissioners. My name is Stephanie Vrsnik and I am speaking before you for the twenty sixth time. I’ve been asking this Commission to expand the service area for more than 2 years! This is a very challenging time for our community. We are all practicing social distancing and trying to get used to a different way of living. I know that the safety of everyone’s lives is a priority. I would like to thank all the brave men and women that are on the front lines every day, who continue to work and keep our community going, including the RTC and Paratransit drivers they are continuing to provide much needed transportation for this community. Thank you! My son is on the front lines also, he is considered essential and continues to work at the commissary making sure our Military members have groceries for their families. He goes to work wearing a mask and gloves, it’s a very scary and different world we live in today. I’m picking him up at the library. We are practicing all the guidelines of the CDC to stay safe. I would just like to remind this commission when this Pandemic is over and things slowly begin to return to some form of normalcy, I would still want to explore a reasonable Premium Service Plan option. I would like to have the option to pay a reasonable premium price to receive transportation for my son. Ultimately, I would like to see the service area expanded to meet the needs of this community. Stay safe everyone we will get through this together! Thank you!

Finally, Ms. Robin Kincaid submitted the following comments:

Good Morning Commissioners. My name is Robin Kincaid and I have shared with the board in the past how the service area restrictions in the have affected my daughter, Kayla Kincaid’s access to her church, friends and potential employment opportunities. Certainly we recognize this very serious time that we are living in and the enormous risk that many of the RTC contractors have taken to provide services. These employees are among the hero’s’ providing essential services. Unfortunately, this pandemic period has been exasperated for some individuals with disabilities who still can’t access essential services because their prescription is only available in an out-of-area pharmacy or need to go to another store that is outside the service area. I pray we never have any future opportunities to discover that people with disabilities cannot get the things that they need. May we all continue with the CDC’s recommendation for social distancing so that we can prevent the spread of this horrible virus. In doing so, perhaps we can begin to restore our wonderful city to its pre-pandemic state. I wish all of you good health. Thank you.

Motion:
No motion was necessary.

Vote/Summary:
No vote was taken.
ADJOURNMENT

The meeting adjourned at 10:04 a.m.

Respectfully submitted,

______________________________
Marin DuBois, Recording Secretary
RTC Board Meeting
April 9, 2020

Item #1

CITIZENS PARTICIPATION

E-MAIL:
PublicComments@rtc SNV.com
Item #2

APPROVE THE AGENDA

Item #3

RECEIVE THE CHIEF EXECUTIVE OFFICER’S REPORT
Item #4

RECEIVE THE NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR'S REPORT

RTC Southern Nevada Board of Commissioners
NDOT Director’s Report
Kristina Swallow, P.E., Director
April 9, 2020
Safety

Fatalities by County

61

Fatalities occurred on Nevada's roadways so far in 2020, down from 63 at this time last year.

9%

38%

Unrestrained Occupant fatalities are down

Pedestrian fatalities are up

COVID-19

[Image of workers at a construction site]
ATM Sign Launch

Walk and Roll Wednesdays
Item #5

APPROVAL OF MINUTES
NO N-C ONSENT AGENDA

Item #14

DETERMINE A TRANSPORTATION PLANNING EMERGENCY FOR THE CONSIDERATION OF REGIONAL TRANSPORTATION PLAN AMENDMENTS 19-27 AND 20-02
Item #15

APPROVE AMENDMENT CLARK 19-27 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN

Item #16

APPROVE AMENDMENT CLARK 20-02 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN
Items #14, 15, & 16

DETERMINE A TRANSPORTATION PLANNING EMERGENCY FOR THE CONSIDERATION OF REGIONAL TRANSPORTATION PLAN AMENDMENTS 19-27 AND 20-02

APPROVE AMENDMENT CLARK 19-27 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN

APPROVE AMENDMENT CLARK 20-02 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN

Item #17

RECEIVE INFORMATION ON THE MAY 2020 RTC BOARD OF COMMISSIONERS MEETING AND DIRECT STAFF ACCORDINGLY
Receive a presentation on the tentative budget for fiscal year 2021 and direct the RTC Department of Finance to submit the tentative budget to the Nevada Department of Taxation by April 15, 2020, as required under Nevada Revised Statute (NRS) 354.596.
FY 2021 Funding Sources

- Sales Tax: $241.1
- Bond Refunding Proceeds: 125.7
- Grants: 118.7
- FRI - 1: 93.2
- Motor Vehicle Fuel Tax: 76.0
- Fares: 68.1
- S&H Funding: 58.1
- FRI - 2: 25.0
- Other: 17.3
- Jet-Aviation Fuel Tax: 4.0

Total: $827.2

Sales and Use Tax Revenue

MILLIONS $

- '12: 150
- '13: 159
- '14: 170
- '15: 182
- '16: 189
- '17: 198
- '18: 207
- '19: 222
- '20: 233
- '21: 241

PROJECTED

BUDGETED
Sales and Use Tax Revenue

MILLIONS $

FY 2021 Transit Operating Revenue

MILLIONS

Sales Tax $180.8
Transfers In 22.0
Fares 68.1
Medicaid 8.9
Advertising 4.2
Other 1.4
Total $285.4
FY 2021 Sales and Use Tax Distributions to STREETS & HIGHWAYS & DOAQ

MILLIONS

- S&H: $50.7
- DOAQ: $9.6
- Total: $60.3

Motor Vehicle Fuel Tax

MILLIONS $

- '12: 64.9
- '13: 65.3
- '14: 66.2
- '15: 68.2
- '16: 70.7
- '17: 72.7
- '18: 74.0
- '19: 74.8
- '20: 75.9
- '21: 75.9

PROJECTED
BUDGETED
EXPENDITURES

FY 2021 Total Funding Uses

MILLIONS $

- Capital Outlay: $297.2
- Contracted Services: $251.4
- Bond Repayment: $140.6
- Debt Service: $90.2
- Salaries & Benefits: $47.8

Total: $827.2
FY 2021 Capital Outlay

**MILLIONS $**

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<tr>
<th>Category</th>
<th>Amount</th>
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<tr>
<td>Transit</td>
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<td>FRI-2</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$297.2</strong></td>
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Highlights of FY 2021 Transit Capital Budget

TOTAL BUDGET
$132.1 Million

GRANT FUNDING
$103.6 Million

40 Double Deck Vehicles
$39.7 Million

Fixed Route Vehicles
20 – 40’ $12.7 Million
10 – 60’ $9.6 Million

85% Grant Funded
Highlights of FY 2021 Transit Capital Budget

85% Grant Funded

51 Paratransit CNG Vehicles
$6.4 Million

2 - 40' Battery Electric Vehicles
$1.9 Million

90% Grant Funded

Transit CNG Fueling Equipment
$11 Million

65%-80% Grant Funded

Bus Shelters & Safety Enhancements
$8.6 Million
Highlights of FY 2020 Transit Capital Budget

65-80% Grant Funded

IBM F & SM F
Facility Improvement &
Equipment Upgrades
$14.8 Million

80% Grant Funded

Technology
Upgrades
$15.9 Million

FY 2021 Outstanding Bonds

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<tr>
<td>MVFT</td>
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<td>FRI-1</td>
<td>288.9</td>
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<td>Sales Tax</td>
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**FY 2021 Debt Service**

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**FY2021 Budgeted Transit Operating Expenditures**

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<td>Transfers Out</td>
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<td><strong>Total</strong></td>
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**Fixed Route Service Hours**

**MILLIONS**

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Covid-19 Projections

**MILLIONS**

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Item #19

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
Item #20

CITIZENS PARTICIPATION
April 9, 2020

Good Morning Commissioners,

My name is Stephanie Vrsnik and I am speaking before you for the twenty sixth time. I’ve been asking this Commission to expand the service area for more than 2 years!

This is a very challenging time for our community. We are all practicing social distancing and trying to get use to a different way of living. I know that the safety of everyone’s lives is a priority. I would like to thank all the brave men and women that are on the front lines every day, who continue to work and keep our community going, including the RTC and Paratransit drivers they are continuing to provide much needed transportation for this community. Thank you!

My son is on the front lines also, he is considered essential and continues to work at the commissary making sure our Military members have groceries for their families. He goes to work wearing a mask and gloves, it’s a very scary and different world we live in today. I’m picking him up at the library. We are practicing all the guidelines of the CDC to stay safe.

I would just like to remind this commission when this Pandemic is over and things slowly begin to return to some form of normalcy, I would still want to explore a reasonable Premium Service Plan option. I would like to have the option to pay a reasonable premium price to receive transportation for my son.

Ultimately, I would like to see the service area expanded to meet the needs of this community.

Stay safe everyone we will get through this together!

Thank you!
Stephanie Vrsnik
702-768-8754
April 9, 2020

Good Morning Commissioners,

My name is Robin Kincaid and I have shared with the board in the past how the service area restrictions in the have affected my daughter, Kayla Kincaid’s access to her church, friends and potential employment opportunities.

Certainly we recognize this very serious time that we are living in and the enormous risk that many of the RTC contractors have taken to provide services. These employees are among the hero’s’ providing essential services.

Unfortunately, this pandemic period has been exasperated for some individuals with disabilities who still can’t access essential services because their prescription is only available in an out-of-area pharmacy or need to go to another store that is outside the service area. I pray we never have any future opportunities to discover that people with disabilities cannot get the things that they need.

May we all continue with the CDC’s recommendation for social distancing so that we can prevent the spread of this horrible virus. In doing so, perhaps we can begin to restore our wonderful city to its pre-pandemic state. I wish all of you good health. Thank you

Robin Kincaid
7820 Astral Ave.
Las Vegas, NV 89149
702-321-2298
Crobin6@msn.com
To whom it may concern –

Please see below a public comment for the March 9, 2020 Commissioners Meeting from Marc A. Perla, General Manager – Keolis, Las Vegas Operation.

At Keolis, safety of our employees and our passengers is our number one priority. As the coronavirus impacts our state and our cities it is imperative that we protect our employees who play such a vital role to our public. Keolis knows that essential workers, first responders, healthcare professionals and the community at large needs safe and reliable transportation to get to where they need to go. We are dedicated to ensuring that public transit is the safest alternative.

In doing so we provide our drivers and support staff with personal protection equipment (PPE) including gloves, hand sanitizer and germicidal wipes, and face coverings. While these items are in critical short supply, we have been able to successfully source these items from our respective suppliers. For added safety, we are further limiting possible exposure for our drivers with social distance practices such as regular use of driver safety doors and, thanks to the leadership of RTC, implemented rear-door entry bus access.

Our employees are also updated routinely on the coronavirus, its impacts and safety procedures to minimize exposure while maintaining the front line. Keolis, being both a national and international company (with contracts in Europe, India, Australia and China to name a few) is also interacting with our entire network to fine-tune best practices and safety procedures for our Las Vegas operation. Additionally, we continue to maintain a strong partnership with RTC to ensure that we deliver safe and reliable services to our employees and public.

Thank your time and leadership during these trying times. I wish all of you good health.

Marc Perla
General Manager, Las Vegas Operations

Keolis Transit America
5165 West Sunset Rd., Las Vegas, NV 89118
Tel: 702.851.2620 - Mob: 909.576.6272
Marc.Perla@KeolisNA.com
www.KeolisNorthAmerica.com
MV Transportation is committed to providing safe and reliable transportation for our passengers and our operators during this unique and challenging time. Both at the corporate and local level, our company is closely monitoring developments of the COVID-19 outbreak and following all Centers for Disease Control (CDC) and local public health guidelines. As a result, we have made a number of adjustments to our processes and policies in support of social distancing guidelines in addition to implementing enhanced standards to protect our passengers and our bus operators.

At the outset of the outbreak, we began an awareness campaign to encourage employees to follow the advice of the CDC and ensure that they wash their hands frequently and, when soap is not available, utilize hand sanitizer. This ongoing awareness program also included directions to not come to work when sick and to contact their healthcare provider.

We implemented enhanced daily cleaning of buses and paratransit vehicles the first week of March with CDC-compliant, hospital-grade disinfectants that have been proven to be effective against viruses like COVID-19. This process includes cleaning seats, seatbelts, seat frames, stanchions, doors, bus interior surfaces, wheelchair lifts and controls, floors and the entire driver’s area, including the instrument panel. Similarly, we are cleaning our operational facilities daily, with multiple cleaning of high-touch areas.

We provide our drivers and support staff with personal protection equipment (PPE) including gloves, hand sanitizer, and face coverings. While these items are in critical short supply, we have been able to leverage our national partnerships to successfully source these items. For example, a shipment of 140,000 facemasks will arrive today in Las Vegas to support the MV team. For added safety, we are further limiting possible exposure for our drivers with social distance practices such as regular use of driver safety doors and implementation of rear-door entry bus access.

During this unique and challenging time MV looks forward to continued close collaboration and partnership with the RTC in providing safe and reliable transportation for the Las Vegas community.

Don Johnson,
VP Las Vegas Operations, MV Transportation
AGENDA ITEM

SUBJECT: CAPITAL IMPROVEMENTS PROGRAM AMENDMENTS

PETITIONER: MJ MAYNARD, 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>
<tr>
<td>009L-FTI2</td>
<td>FRI Extension</td>
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<td>Not Programmed</td>
<td>2019-2020</td>
<td>YES</td>
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<tr>
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<td>FRI Extension</td>
<td>LAS VEGAS</td>
<td>2022-2023</td>
<td>2019-2020</td>
<td>YES</td>
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<tr>
<td>237A-FTI2</td>
<td>FRI Extension</td>
<td>LAS VEGAS</td>
<td>Not Programmed</td>
<td>2019-2020</td>
<td>YES</td>
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</tbody>
</table>

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

Respectfully submitted,

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

RTC Item #6
May 21, 2020
Consent
# REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

## AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
</tr>
</thead>
</table>

### SUBJECT:  
CAPITAL IMPROVEMENTS PROGRAM FISCAL ACTIONS

### PETITIONER:  
M.J. MAYNARD, CHIEF EXECUTIVE OFFICER  
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

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

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

### FISCAL IMPACT:  
None

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

Respectfully submitted,

[Signature]

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

RTC Item #7  
May 21, 2020

EAC Item #5  
April 30, 2020  
Consent
### EXHIBIT A - SUMMARY OF FISCAL ACTIONS

**MOTOR VEHICLE FUEL TAX**

<table>
<thead>
<tr>
<th>ENTITY</th>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>ACTION</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>CC</td>
<td>024N-MVFT</td>
<td>PECOS ROAD; OWENS AVE TO ALEXANDER RD</td>
<td>2nd SUPPLEMENTAL</td>
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<tr>
<td>CC</td>
<td>008S-MVFT</td>
<td>RUSSELL ROAD; LAS VEGAS BELTWAY TO RAINBOW BLVD</td>
<td>5th SUPPLEMENTAL</td>
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<tr>
<td>CC</td>
<td>033R-MVFT</td>
<td>JONES BOULEVARD; CACTUS AVE TO BLUE DIAMOND RD</td>
<td>2nd SUPPLEMENTAL</td>
<td>$8,000,000.00</td>
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<tr>
<td>CLV</td>
<td>071G-MVFT</td>
<td>BUFFALO DRIVE; CHARLESTON BLVD TO SAHARA AVE</td>
<td>1st SUPPLEMENTAL</td>
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</tr>
<tr>
<td>CNLV</td>
<td>223N-MVFT</td>
<td>INTERSECTION IMPROVEMENTS PROGRAM: EMERGENCY INT IMP</td>
<td>ORIGINAL</td>
<td>$2,000,000.00</td>
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<tr>
<td>CNLV</td>
<td>135AJ-MVFT</td>
<td>ARTERIAL RECONSTRUCTION: DECATUR BLVD, LONE MNT TO ANN RD</td>
<td>ORIGINAL</td>
<td>$1,234,000.00</td>
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**FUEL REVENUE INDEXING EXTENSION**

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</thead>
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<td>INTERSECTION IMPROVEMENTS PROGRAM: TRAFFIC IMP NO 105</td>
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<tr>
<td>CC</td>
<td>113E-FTI2</td>
<td>FORT APACHE; WARM SPRINGS RD TO TROPICANA AVE</td>
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<tr>
<td>CC</td>
<td>010N-FTI2</td>
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<td>CLV</td>
<td>179B-FTI2</td>
<td>6TH STREET; BRIDGER AVE TO STEWART AVE</td>
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<td>170E-FTI2</td>
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<td>009L-FTI2</td>
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<td>CLV</td>
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<td>CLV</td>
<td>237A-FTI2</td>
<td>UTAH AVENUE; INDUSTRIAL RD TO 3RD ST</td>
<td>ORIGINAL</td>
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<tr>
<td>COH</td>
<td>201A-FTI2</td>
<td>ROMA HILLS DRIVE; HORIZON RIDGE PKWY TO ASCAYA BLVD</td>
<td>2nd SUPPLEMENTAL</td>
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<td>RTC</td>
<td>144AH-FTI2</td>
<td>FAST NETWORK UPGRADES</td>
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**DIRECT DISTRIBUTION**

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<tbody>
<tr>
<td>MES</td>
<td>063AQ-MVFT</td>
<td>OASIS BOULEVARD &amp; IVY LEE CRST INTERSECTION IMPROVEMENTS</td>
<td>ORIGINAL</td>
<td>$25,000.00</td>
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<td>BC</td>
<td>159F-MVFT</td>
<td>BICYCLE PATH ASPHALT PAVING; FY 2020</td>
<td>ORIGINAL</td>
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**QUESTION 10**

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<tr>
<th>ENTITY</th>
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<tr>
<td>CLV</td>
<td>190C-Q10</td>
<td>PEDESTRIAN BRIDGES: CC-215 BELTWAY TRAIL SUMMERLIN PKWY &amp; LAKE MEAD</td>
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**TOTAL FISCAL IMPACT THIS AGENDA**

$56,714,000.00
### Available Resources

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<th>$412,724,613</th>
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<tr>
<th>Remaining Resources</th>
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### Remaining Resources

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### Unencumbered from Previous Year

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### Programmed

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<th>Remaining Resources</th>
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### Funding Requests

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<tr>
<th>Funding Requests</th>
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### EXHIBIT "B"
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<th>ILC AMOUNT</th>
<th>PROJECT</th>
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<th>TO</th>
<th>COST 2019-20</th>
<th>FUNDING REQUESTS</th>
<th>AMOUNT</th>
<th>DATE</th>
<th>AGENDA</th>
<th>PHASE</th>
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<td>176R-MVFT</td>
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<td>DOWNTOWN PEDESTRIAN AND BICYCLE IMPROVEMENTS</td>
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<td>LAMB / CHARLESTON TRAFFIC IMPROVEMENTS</td>
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<tr>
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<td>CITYWIDE TRAFFIC IMPROVEMENTS</td>
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<tr>
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FY 2020 AVAILABLE BALANCE $ 7,025,278.39
**REGионаl Transportation Commission of SoUtHerN neVada**

**Capital Improvements Program - Motor Vehicle Fuel Tax Funding**

**Updated May 21, 2020**

### AVAILABLE RESOURCES

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### CITY OF NORTH LAS VEGAS RESOURCES

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### CITY OF LAS VEGAS RESOURCES

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**TOTALS**: $180,733,250

**UNENCUMBERED FROM PRIOR YEAR**: $1,061,537

**PROGRAMMED**: $1,081,382,589

**ENCUMBERED**: $1,040,813,289

**ENCUMBERED-RESIDING**: $61,000,000

**UNENCUMBERED-RESIDING**: $1,100,000

**REMAINING RESOURCES**: $146,066,250

**EXHIBIT "B"**

**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**

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

**UPDATED MAY 21, 2020**
### CITY OF HENDERSON

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### REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

#### Capital Improvements Program - Full Revenue Indexing Extension Funding

- **Updated May 21, 2020**

#### City of Henderson Resources

- **AVAILABLE RESOURCES**
  - [137,685,134]
  - [1,983,282,589]
  - [2,275,000]
  - [3,150,000]
  - [5,600,000]
  - [3,150,000]

- **REMAINING RESOURCES**
  - [189,190,646]
  - [1,500,000]
  - [800,000]
  - [600,000]
  - [600,000]
  - [600,000]

- **OPEN DESIGN CONTRACTS**
  - [2,000,000]
  - [500,000]
  - [3,150,000]

- **OPEN DESIGN RESOURCES**
  - [7,111,867]

- **TOTALS**
  - [16,414,677]
### Regional Transportation Commission (RTC)

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<th>Design Amount</th>
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<th>TO</th>
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### Closeouts

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**FY 2020 Available Balance** $26,129,381

### Resort Corridor Area Road Improvements (TIBP)

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**EXHIBIT "B"**
# Regional Transportation Commission of Southern Nevada
## Capital Improvements Program - Fuel Revenue Indexing Extension Funding
### Updated May 21, 2020

### Available Resources

- **Total Available Resources:** $65,318,647
- **Available Resources:** $46,433,071
- **Programmed:** $253,260,879
- **Remaining Resources:** $48,366,896

### City of Las Vegas

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### Open Design Contracts

- **D37B-Q10**: 3/10/2011, $7,369,000
- **089-G-Q10**: 8/9/2012, $1,000,000
- **092C-Q10**: 5/20/2004, $6,160,000
- **124C-Q10**: 2/12/2004, $7,112,000
- **170C-Q10**: 4/11/2013, $1,566,000
- **194B-Q10**: 9/13/2018, $1,104,000
- **215A-Q10**: 8/9/2018, $350,000

### New Projects

- **196B-Q10**: 7/11/2019, $532,460
- **154E-Q10**: 2/9/2017, $665,945
- **HOOVER AVENUE PEDESTRIAN BRIDGE @ UPRR**: 9/30/2019, $1,000,000
- **SPENCER STREET GREENWAY (CCPW LEAD AGENCY)**: 9/30/2019, $150,000
- **CC-215 / SUMMERLIN INTERCHANGE PED & BIKE BRIDGE (THHC)**: 9/30/2019, $7,500,000

### Closeouts

- **169D-Q10**: 8/9/2019, $2,757,000
- **G10-Q10**: 11/6/2012, $1,200,000
- **195E-Q10**: 4/9/2015, $1,310,000

### Totals

- **Total AMOUNT**: $28,427,635
- **Total FY 2020 AVAILABLE BALANCE**: $15,643,919

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**EXHIBIT "B"**
### AVAILABLE RESOURCES

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### FY 2020 AVAILABLE BALANCE

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**EXHIBIT "B"**
### REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
### CAPITAL IMPROVEMENTS PROGRAM - DIRECT DISTRIBUTION

**UPDATED MAY 21, 2020**

#### AVAILABLE RESOURCES
- **7,480,832$** Programmed
- **17,462,981$** Available Resources

#### DIRECT DISTRIBUTION

- **$11,101,268** Remainder of the Programmed Funds from Previous Year
- **$6,361,713** Remaining Resources

#### CITY OF MESQUITE

- **$9,501,672** Available Resources
- **$4,623,739** Unencumbered from Previous Year
- **$6,643,332** Remaining Resources

### OPEN DESIGN CONTRACTS

- **$1,950,000** 31,778,332
- **$6,643,332** 2,195,000

### CITY OF MESQUITE

<table>
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| **FY 2020 AVAILABLE BALANCE** | | | | | | | | **$7,306,672**
SUBJECT: STANDARD SPECIFICATIONS AND DRAWINGS

PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE REVISIONS TO THE UNIFORM STANDARD SPECIFICATION SECTIONS 401 “PLANTMIX BITUMINOUS PAVEMENTS – GENERAL,” 404 “HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT,” AND 703 “BITUMINOUS MATERIALS” (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:
Undetermined

BACKGROUND:
At the April 11, 2018 Specifications Subcommittee (Subcommittee) meeting, a presentation on the testing specifications of liquid asphalt prompted discussion by the Subcommittee members concerning the potential use of Performance Grade 70-16 (PG 70-16) instead of Asphalt Cement (AC-30). As a result, revisions to the referenced sections were proposed and are recommended for approval.
Agenda Item Recommendation (as submitted):
APPROVE REVISIONS TO THE UNIFORM STANDARD SPECIFICATION SECTIONS 401 “PLANTMIX BITUMINOUS PAVEMENTS – GENERAL,” 404 “HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT,” AND 703 “BITUMINOUS MATERIALS” (FOR POSSIBLE ACTION)

Agenda Item Requestor:  Regional Transportation Commission

Meeting Date:  3/11/2020  Specifications Subcommittee

Discussion:
Staff recommended approving revisions to Specification Section 401 as outlined in the handout provided, Specification Section 404 as posted in the agenda item back up, and Specification Section 703 with the additional following changes:

- Table 2B - Performance Grade for RTFO and PAV Conditioning
  - Amend the first row of the table to read “Ductility at 4°C, 5cm/min. cm – minimum”
  - Additionally for the first row, under the columns “PG 70-22CC Modified” and “PG 70-10 and PG 64-22,” strike “10” and put “N/A”
  - Strike the last row of Table 2B “Direct Tension, Failure Strain = % minimum @ 1.0 mm/min, at Grade Test Temp. in °C”

-Mr. Jim Keane, City of Boulder City, made a motion to follow staff recommendation

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

*Conditions (if applicable):

Meeting Date:  1/8/2020  Specifications Subcommittee

Discussion:
Comments:
Mr. Jimmy Floyd, Clark County Public Works, explained that this revision involved moving away from the existing asphalt grading criteria, asphalt cement grade (AC), to a performance grade (PG) that could be applied uniformly across commercial and residential roadways. Chair Lance Olson, City of Henderson (Henderson), stated that Henderson staff held working groups along with various entities to get input, noting there might be some variables yet to change. He asked when these changes could occur, if necessary.

Mr. Joe Damiani, Manager of Engineering for the Regional Transportation Commission of Southern Nevada (RTC), replied that the process involves the Specifications Subcommittee (Subcommittee) approving revisions, sending the revisions out for industry review, and then approval by the Executive Advisory Committee (EAC). It can then be brought back to the Subcommittee to address any comments or changes that need to be looked at.

Chair Olson mentioned that he would like to read in several of the most substantive changes for the record. Mr. Floyd spoke to provide a rundown of the changes.

- 401.02.04 “Bituminous Materials,” Section B: The second to last sentence references “open-graded mixes”; Mr. Floyd requested to strike “An AC-30 or AC-20P asphalt cement shall be used for open-graded mixes as specified in Subsection 403.02.02, “Composition of Mixture.””

Mr. Tom Brady, City of North Las Vegas, asked about the cases where there was still open grading. Mr. Floyd replied that it was not the standard, but exceptions could be used if necessary. He then read the next revision to the specifications:

- Strike Section B of 401.03.05 “Weather Limitations”

- Section 703, Table 2A - Performance Grade For Original Materials
  - For “Ductility at 4°C, 5 cm/min. cm – minimum” under the column “PG 70-22CC Modified”
Mr. Olson mentioned that the PPA for PG mixes would be limited to a half percent. He suggested this point be added to a footnote. Mr. Floyd suggested language for this note:

• Add section 703.03.08, label it “Polyphosphoric Acid,” Section A shall read: “Use of polyphosphoric acid shall not exceed half percent by max”

From there, Chair Olson opened the floor to public comment. Mr. Greg Hunt, made the first comment:

“Greg Hunt, with Ergon Asphalt and Emulsions. The question I had is can the suppliers, agency, whatever, get a copy of that in writing? Not just the changes to it but also the spec itself. Can we get that after this meeting for review?”

Mr. Damiani briefly explained the approval process, stating that revisions would be available during the industry review stage, also noting that the information is a public record and can be accessed on the RTC’s website. Ms. Julia Uravich, Senior Project Engineer for the RTC, said that it was possible to subscribe to the website and receive notifications on the status of changes.

Mr. Brady then asked about specification section 401.01.02, noting that current City of North Las Vegas (North Las Vegas) policy requires independent design on all projects. The language in this specification does not conflict with this, but he suggested adding an exception for agency approvals for the jurisdiction, as the requirements exceeded the minimum noted in the specification. Mr. Damiani stated that his goal was to get these types of regional specifications out of the standard drawings, but that for now, Mr. Brady could potentially add a note stating that designs would need to be submitted independently to North Las Vegas. However, Chair Olson stated that, in his opinion, this language does not belong in the standard specification. The Subcommittee members deliberated the matter further before deciding to continue the conversation at a future meeting.

Next, Chair Olson called on Mr. Matt Bliss, who made the following comment:

“Matt Bliss, Aggregate Industries. Considering the half percent PPA spec to be added in there for this oil, would we be removing that one percent polymer requirement or putting it in either or. Like one percent polymer added or no more than .05 percent PPA added.”

Chair Olson responded that the requirements were standalone.

Mr. Bliss, made the following comment:

Okay. Because it’s our understanding that just that one percent polymer content would exclude some suppliers. It would exclude the use of a neat oil that would meet those specifications.

Chair Olson agreed that some suppliers may not have the ability to add polymer, but based on his research and conversations, there is desire to have polymer added to prolong the life of the pavement. Adding polymer after the fact would not be the same, though he is open to further conversations. He also noted the timetable on these changes, asking when these changes would be phased in. Mr. Damiani replied that enforcement could begin on a pre-determined date that would be included in the specification revision.

Mr. Brady asked if the intention was to phase these changes in with the next round of 2021 Inter-Agency Quality Assurance Committee approvals. Chair Olson said that idea had been suggested, though this may change. Mr. Damiani pointed out that the earliest these revisions could be approved is at the RTC Board of Commissioners meeting in May 2020.

Motion:
Chair Lance Olson, City of Henderson, made a motion to approve with changes as discussed and send the revisions to industry review

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

*Conditions (if applicable):
Mr. Joe Damiani, Manager of Engineering for the Regional Transportation Commission of Southern Nevada (RTC), explained that this item had been discussed at a previous Specifications Subcommittee (Subcommittee) meeting and solicited feedback from Subcommittee members.

Chair Jimmy Floyd, Clark County Public Works, opened the floor to public comments. He called on Mr. Greg Hunt, Ergon Asphalt & Emulsions, who explained that he works for a local asphalt producer. He agreed that many of the current asphalt grades may be too soft for the area, noting that similar areas nearby Southern Nevada used products such as performance-grade (PG) 70-10 and PG 70-16 on roadways. However, the RTC’s asphalt cement (AC)-30 standard was considered an older grading format. Although it would cost more, he recommended a PG grade product that suits the area better.

Mr. Damiani remarked that this specification changes mentions of AC-30 in section 401 of the Uniform Standard Specifications to PG 70-16. Mr. Hunt stated that the Subcommittee would need to consider the time it would take for industry to implement an entirely new product when moving from AC-30 to PG 70-16. Chair Jimmy Floyd, Clark County Public Works, asked Mr. Damiani when the changes would take effect, should the specification be approved. Mr. Damiani remarked that if the specification received approval it would be placed on the agenda for the Executive Advisory Committee meeting in May, followed by final approval by the RTC Board of Commissioners at its June meeting. Chair Floyd mentioned that there might be a need for a waiting period to help the contractors accommodate the change and update mix designs.

The Subcommittee members reviewed the characteristics of different PG grades. Vice-Chair Lance Olson, City of Henderson, stated the goal was to eliminate AC-30 all together from the specifications, which would reduce costs as manufacturers would not have to manage multiple products. The Subcommittee members briefly discussed the challenges with determining pricing across suppliers and products. Chair Floyd asked if there was an intermediary product between PG 64-22 and PG 70-16, noting a desire to avoid cracking. This was a particular problem in residential areas. Mr. Hunt said that custom mixes could be made if the agencies wished and that a PG 70-16 mix would perform better than PG 70-10.

Mr. Jeremy Leavitt, City of Las Vegas, brought up the issue of storage for different oils, asking if requiring multiple kinds would create logistic problems that would raise costs. Mr. Hunt explained that storage costs for PG 70-16 and PG 70-22 would be fine, but it could be problematic for a combination of multiple types, such as AC-30, PG 76-22, and PG 70-16.

The Subcommittee members reviewed the language in the specifications, as each region would have needs that may benefit from different mixes.

Chair Floyd mentioned a desire for PG 76-22 to be used everywhere. Previous surveys have shown that it provided less cracking on residential neighborhoods and roadways. It performed the best on lifecycle analyses that had been performed. He explained that this is the direction Clark County would like to go, but would need the support of industry to see the cost implications.

Mr. Damiani remarked that if the direction is for PG 76-22 to be used everywhere; more information on the maintenance cycle costs would be helpful. It could justify the initial costs from the developer compared to the lifetime maintenance costs that the entities incur.

Chair Floyd suggested for the use of PG 76-22 within 200 feet of intersections and on all bus lanes, which would provide for reduced rutting. He remarked that AC-30 could be used elsewhere. Mr. Damiani commented that it would be helpful to clean up the language for any contradictions of asphalt use.

Mr. Jade Rosenberg, Wells Cargo, inquired on the timeframe for implementation of the new asphalt grade. Specifically, if the specifications require a change from AC-30 to PG 70-16. He asked if there would there be a trial period to see how the PG 70-16 performs before replacing throughout Southern Nevada. He suggested using PG 70-16 on certain projects to get more information before submitting the full mix designs in June. Vice-Chair Olson assured him that a rollout period could be implemented.

Chair Floyd asked Mr. Hunt about the time it would take to use the remainder of the AC-30 inventory. Mr. Hunt assured that the remaining stock was not an issue. It was more important to figure out the future mix designs, ensure contractors are aware of future changes, and stressed the need for a roll out period to accomodate the transition. Chair Floyd queried on the amount of AC-30 a typical supplier might have. Mr. Hunt stated that a supplier could have up to 10,000 tons of AC-30 product.

Mr. Jim Keane, City of Boulder City, questioned if the PG products would fix the issue of pavement marking durability and tracking problems. Chair Floyd there were tests being conducted to examine the issue, but no definitive answer had been found.

Vice-Chair Olson stated that he and Chair Floyd would review the different options and that the discussion appears to be moving in the right direction.

Motion:
Vice-Chair Lance Olson, City of Henderson, made a motion to hold the item for a future Specifications Subcommittee meeting.

<table>
<thead>
<tr>
<th>Advisory Action (check one):</th>
<th>*Approval ☑</th>
<th>Disapproval ☐</th>
<th>Item Held ☑</th>
</tr>
</thead>
</table>

*Conditions (if applicable):

**Meeting Date:** 3/21/2019  
Staff  

**Discussion:**  
Joe will fill in the background and the rest of the recommendation

<table>
<thead>
<tr>
<th>Advisory Action (check one):</th>
<th>*Approval ☑</th>
<th>Disapproval ☐</th>
<th>Item Held ☐</th>
</tr>
</thead>
</table>

*Conditions (if applicable):
Mr. John Peñuelas, Director of Engineering Services-Streets and Highways for the Regional Transportation Commission of Southern Nevada (RTC), explained that the Specifications Subcommittee (Subcommittee) members had informed Mr. Gene Chrisenbery, Southwest Liquid Asphalt & Emulsion at the previous Subcommittee meeting that he could make a presentation on asphalt testing specifications to the group at a future meeting. Following a detailed PowerPoint presentation, Mr. Gene Chrisenbery, Southwest Liquid Asphalt & Emulsions, addressed asphalt testing specifications. Mr. Chrisenbery explained that this presentation would review differences in viscosity grading of asphalt cement (AC) and performance graded (PG) liquid asphalts and which material would work better for asphalt specifications. He detailed the history of asphalt grading, noting that the material thickness, softness, and viscosity were all crucial measurements to the performance of asphalt. Mr. Chrisenbery went on to review how various asphalt grade tests were conducted. He shared that during the 1970s many state and federal highways had failed and, as such, new methods of asphalt assessment were needed. To meet this need, the Federal Highway Administration created the “Superpave” program to better assess and predict asphalt performance and develop more comprehensive standards.

Mr. Chrisenbery noted that AC did not take temperature into account, which contributed to cracking issues in the long term. In contrast, the newer PG system currently being implemented involved an assessment of the asphalt with temperature and other characteristics to offer a better performance evaluation of asphalt. He listed the different grading systems used in PG asphalt under various conditions, providing extensive detail on the comprehensiveness of PG and the specificity of the applications for asphalt. Mr. Chrisenbery then displayed the differences between modified asphalt binders and non-modified asphalt binders to further illustrate the asphalt testing protocols. Ultimately, Mr. Chrisenbery recommended that the RTC consider PG tested asphalt rather than AC due to the benefits it provides.

Mr. Lance Olson, City of Henderson, asked Mr. Chrisenbery to share more information about Southwest Liquid Asphalt & Emulsions. Mr. Chrisenbery replied that he had founded Southwest Liquid Asphalt & Emulsions in 2004 with several partners. The company is a supplier of liquid asphalt for various markets and agencies, with Mr. Chrisenbery running plant operations. Mr. Olson commented that the assessment of asphalt performance was often debated within the industry. As such, he was eager to learn about the options.

Mr. Chrisenbery remarked that it would be beneficial to change the RTC’s specifications to conform to a higher standard, as few jurisdictions and entities relied upon AC. He said that a PG-based specification would offer a higher quality asphalt.

Mr. Olson shared that he had recently discussed purchasing a specific grade of PG asphalt with Clark County representatives, and considered different options. Mr. Chrisenbery said that the grade of asphalt depended on the roadway for which it was intended. He reiterated that PG materials were tested across the entire range of asphalt conditions. The Subcommittee members then discussed the applications of the various asphalt grades, with members noting that some materials worked better in certain conditions than others. The representatives mentioned that each jurisdiction had entity-specific reasons for using various grades of asphalt.

From there, Mr. Peñuelas asked the Specifications Subcommittee to share their thoughts on the current Uniform Standard Specifications regarding liquid asphalt testing. Vice-Chair Michael Dunning, Clark County Public Works, noted that that the group had discussed the matter in the past, but some jurisdictions were concerned about the cost of
PG. Following that, the Subcommittee members discussed whether the pricing might decrease if entities across the region followed a PG-based system.

Next, the Subcommittee members spent some time discussing the testing protocols used for each type of asphalt and how each worked within the specifications. Mr. Joshua Mendenhall, Las Vegas Paving Corporation, reported that his company’s production process was slowly shifting to all PG asphalts. The company believed that these asphalts met a higher performance standard and the industry seemed to be moving in this direction. Mr. Mendenhall asked that the entity representatives carefully examine the PG mix design and consider if they might be beneficial for their jurisdictions.

Mr. Joe Damiani, Manager of Engineering for the RTC, asked if specific standards that were not on the Inter-Agency Quality Assurance Committee (IQAC) list could still be used. Vice-Chair Dunning answered in the affirmative. The Subcommittee members noted that the IQAC offered guidelines for those persons who did not have the technical expertise to make assessments. They discussed the possible implications of member using standards that were not on IQAC list.

Mr. Peñuelas suggested that the RTC develop a modification to the specification which would be presented to the Subcommittee for review and discussion or Subcommittee members may want to collaborate on a specification. Mr. Olson believed the next step was to achieve a consensus on the preferred asphalt system, although there were many specific variables to consider for use of the different asphalt grades. Mr. Chrisenbery added that another factor to consider was bracketing in the pavement. He explained that extracting asphalt from the reclaimed asphalt pavement would create issues with thickness, but specific asphalt grades were used to alleviate this problem.

Mr. Mario Gomez, Nevada Department of Transportation (NDOT), mentioned that the entity representatives should remember that the pavement preservation from AC to a PG rail when using AC as the main component. Mr. Olson asked if any testing had been done to determine pavement preservation, to which Mr. Gomez said that would be of value. Mr. Olson went on to say that suppliers had informed him that they if did not have to deal with different oils, including modified polymers, the price for PG material would decrease.

In light of the discussion, Mr. Penuelas suggested that the RTC would present a modified specification changing the asphalt mix from AC 30 to PG 70-16. Vice-Chair Dunning interjected, saying the one entity that might not fare well with that change would be Laughlin, Nevada. He explained that Laughlin roads were composed of a mixed asphalt design and PG 70-10 was exclusively used. Chair Jim Keane, City of Boulder City, commented that it was important to consider the specific needs of smaller towns and cities when setting a standard. He noted that for smaller towns or cities, standards that involve matters such as length of a right-of-way may not be possible due to limited space. Vice-Chair Dunning commented that since there was no standard definition for grade use this was problematic for engineers and permit issuers. As such, he believed that a degree of standardization would be beneficial.

Mr. Penuelas recounted that the RTC was planning to develop a pavement age map for projects funded by the RTC across the Las Vegas Valley. Mr. Olsen thought the entities would find such information very useful.

Mr. Olson then asked if pavement thickness would be addressed in any revised specification. He shared that the City of Henderson was attempting to make 2.5-inches the standard. Vice-Chair Dunning remarked that the current concern seemed to be asphalt and where to place it. He went on to say that the mixed designs would be the next matter to address. The Vice-Chair thought that pavement thickness could be discussed eventually.

Mr. Penuelas asked the group if they were agreeable with RTC staff’s recommendation that RTC personnel develop a modification to the liquid asphalt specification to change the asphalt material from AC 30 to PG 70-16. The Subcommittee indicated agreement and a motion was made to this effect and it carried.

Mr. Penuelas believed that that the earliest timeframe for review and approval of the specification change would likely be August 2018 with a phase-out period possibly being in October 2018. He noted that the matter would have to be subjected to industry review.

Mr. Damiani wondered about the cost for PG materials. Mr. Olson believed that there would not be a cost increase for residential properties, but there would be an increase in costs for arterial work. Vice-Chair Dunning disagreed, saying the cost would basically stay the same. Mr. Damiani noted that some residential streets could have PG 64-22, but this had not been included in the specification. He wondered if it should be. Mr. Penuelas noted that this specific matter had not been included in the motion, but it could be addressed in an agenda item at a future meeting. Mr. Jeremy Leavitt, City of Las Vegas, asked if the higher-quality oil was being considered for the increased hardness of trackout and bicycle lanes. Vice-Chair Dunning explained that PG 70-16 would not make a significant difference regarding tracking, but PG 64-22 would track better because it was a softer oil. Mr. Leavitt followed up by asking if a street could be considered residential without having bike lanes, to which Vice-Chair Dunning answered in the affirmative. The group briefly discussed specifications and properties of different oils for different road hardness and malleability/cracking. Mr. Damiani noted that this discussion should prompt serious thinking about the costs and efforts to maintain a roadway. Specifically, he asked that the Subcommittee members consider whether it was more expensive to replace asphalt or cleaning and stripping the section every few years. Mr. Penuelas agreed.
SECTION 401
PLANTMIX BITUMINOUS PAVEMENTS – GENERAL

DESCRIPTION

401.01.01 GENERAL

A. These specifications include general requirements that are applicable to all types of bituminous pavements of the plantmix type irrespective of gradation of aggregate, kind, and amount of bituminous material, or pavement use. Deviations from these general requirements will be indicated in the specific requirements for each type.

B. This work shall consist of one or more courses of bituminous mixture constructed on the prepared foundation in accordance with these specifications and the specific requirements of the type under contract, and in conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer.

C. The testing and inspection of the asphalt concrete shall comply with this specification. In Clark County unincorporated areas and if required by other Contracting Agencies, all field and laboratory sampling and testing for project control shall be performed by NAQTC certified technicians in an AASHTO Materials Reference Laboratory (AMRL) or Construction Materials Engineering Council (CMEC) R-18 AASHTO accredited laboratory. The accreditation shall extend to the test method used on the particular project. The accreditation shall include ASTM D3666.

401.01.02 PAVEMENT STRUCTURAL DESIGN

A. All public pavement sections shall be designed in accordance with the 1993 AASHTO Guide for Design of Pavement Structures. The following parameters, based upon the AASHTO Guide and the 1996 Nevada Department of Transportation Pavement Structural Design and Policy Manual, shall be used in the design calculations. Parameters which are specific to a road classification are identified by the right-of-way dimension. The design shall be stamped and signed by a professional engineer registered in the state of Nevada.

1. The reliability factor will be a minimum of 80 percent with a standard normal deviate (ZR) of -0.841 for 51-foot, 60-foot, and 80-foot rights-of-way, and a minimum 90 percent with a standard normal deviate (ZR) of -1.282 for 100-foot rights-of-way.

2. The standard deviation will be 0.45 for all classifications.

3. The initial service index will be 4.2 and the final service index 2.5 for all classifications.

4. Drainage coefficients shall not exceed 1.0.

5. The structural coefficient for asphalt will be 0.35.

6. For materials meeting Subsection 704.03.04, "Type II Aggregate Base," the elastic modulus shall be 25,000 psi and the structural coefficient shall be 0.12.

7. For materials meeting Subsection 704.03.03, "Type I Aggregate Base," the elastic modulus shall be 15,000 psi and the structural coefficient shall be 0.11.

8. Prior to design, soil testing will be performed in accordance with ASTM D2844 or AASHTO T190 to determine a representative Resistance (R) value for the prepared subgrade. The subgrade shall be prepared in accordance with the Geotechnical Soils Investigation Report, and soil sampling performed subsequent to rough
grading to confirm the original results. An average of the R-values may be used if the soil classification results are consistent, or if the values do not differ by more than 10. The minimum testing requirements are 1 right-of-way R-value test and post grading soil classifications every 1,000 linear feet of roadway, with a minimum of 2 classifications per project.

9. The subgrade R-value (psi) shall be converted to a Resilient Modulus (MR, psi) using the following correlation: 
   \[ MR = 145 \times 10^{(0.0147 \times R + 1.23)} \]

10. The minimum AC sections are 2.0 inches for a residential street, 3.0 inches for a minor collector, 4.0 inches for a major collector, and 4.0 inches for an arterial street.

11. All designs require a minimum of 4 inches Type II aggregate base material.

12. The subgrade shall be scarified and recompacted to a minimum of 95 percent, to minimum depth of 8 inches.

13. Expansive soils may require additional design compensation. If native soils classify as either an AASHTO A-6 or A-7 (more than 36 percent passing the #200 sieve and a PI equal to or greater than 11), the design may include stabilization, over-excavation, or utilization of a geomembrane, as recommended by the geotechnical engineer.

14. Hydro-collapsible soils, or the presence of soluble materials, may require additional design compensation, as recommended by the geotechnical engineer.

B. The minimum design equivalent axial loads (EAL) based on a 20-year design are 7.2E+3 for a residential street, 3.3E+4 for a minor collector, 3.7E+5 for a major collector, and 1.0E+6 for an arterial street. Locations with heavier than normal traffic shall be designed accordingly. A traffic study may be required for roads with a projected TI greater than 9.5. If required by the Contracting Agency, actual vehicle count data and assigned axle factors shall be used in the design of the pavement section. Definition of the roadway classifications, for design purposes, are listed below:

1. Residential roadways are those that provide access for residential areas only: Most 51-foot right-of-way roads are residential. The normal design TI is 5.0. A Residential road is considered to have heavy traffic, and a TI of 5.5, if minor amounts of thru-traffic use the road or bus traffic is encountered due to an adjacent school. Category II mix designs shall be used on residential streets.

2. Minor Collector roadways are those that collect residential traffic or service limited commercial facilities: Most 60-foot and some 51-foot right-of-way roads fit this classification. The normal design TI is 6.0. A Minor Collector is assumed to have heavy traffic and a TI of 6.5 if there is substantial commercial truck traffic or bus traffic due to an adjacent school.

3. Major Collector roadways are those that serve as destination roadways or service normal commercial or light industrial facilities: Most 80-foot, and some 60-foot, right-of-way roads fit this classification. The normal design TI is 8.0. A Major Collector is assumed to have heavy traffic, and a TI of 8.5, if there is substantial commercial or industrial truck traffic.

4. Arterial roadways are those that provide primary traffic routes or service heavy industrial facilities: All 100-foot, and some 80-foot and 60-foot, right-of-way roads fit this classification. The normal design TI is 9.5. An arterial may have light traffic, if there is a disruption or decrease in the road capacity, in which case the design TI is 9.0. An Arterial is assumed to have heavy traffic if it is at full capacity with substantial truck traffic, or if there is heavy industrial traffic. A traffic study is recommended in those situations.
401.02.01 COMPOSITION OF MIXTURES

A. The bituminous plantmix shall be composed of a mixture of aggregate, mineral filler if required, and bituminous material. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resulting mixture meets the grading requirements of the job-mix formula.

B. Before starting work, the Contractor shall submit a proposed job-mix formula in writing, for use by the Engineer in setting the job-mix formula to be used.

1. The proposed job-mix formula shall be determined by a testing laboratory under the direction and control of a registered professional engineer, based on tests performed in accordance with the "Marshall Method of Mix Design" as described in the Asphalt Institute Manual Series No. 2 (MS-2), latest edition.

2. The number of compaction blows to be applied to the specimens will be based on the appropriate traffic category.

3. Traffic Category I will use a 75-blow design and will apply to all arterial streets and wherever "heavy" traffic is expected.

4. Traffic Category II will use a 50-blow design and will apply to collector and local streets.

5. Unless otherwise specified, void determinations and effective asphalt contents will be determined and reported in accordance with procedures described herein.

C. The job-mix formula shall be selected in accordance with the following procedures:

1. Determine asphalt content required for 4 percent air voids, and

2. Determine the average asphalt content for:
   a. Maximum density.
   b. Maximum stability.
   c. 4 percent air voids.

3. The lower of the asphalt contents obtained for a. or b. above will be used as the design asphalt content for the job-mix formula.

D. The job-mix formula asphalt content shall satisfy all Marshall design criteria as shown in the following table:

### MARSHALL DESIGN CRITERIA

<table>
<thead>
<tr>
<th>TRAFFIC CATEGORY*</th>
<th>I TRAFFIC INDEX (TI) ≥ 7.0</th>
<th>II TRAFFIC INDEX (TI) &lt; 7.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compaction Blows Each End of Specimen</td>
<td>75</td>
<td>50</td>
</tr>
<tr>
<td>Test Property</td>
<td>Min.</td>
<td>Max.</td>
</tr>
<tr>
<td>Stability, Lb.</td>
<td>1800</td>
<td>--</td>
</tr>
<tr>
<td>Flow, 0.01 In.</td>
<td>8</td>
<td>14</td>
</tr>
<tr>
<td>Percent Total Air Voids</td>
<td>3</td>
<td>5</td>
</tr>
</tbody>
</table>
E. In addition to the Marshall Design Criteria set forth herein, the job-mix formula shall also meet the following tensile strength requirements for all traffic categories:

<table>
<thead>
<tr>
<th>TEST PROPERTY</th>
<th>TEST METHOD</th>
<th>REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Tensile Strength</td>
<td>AASHTO T283</td>
<td>65 psi minimum</td>
</tr>
<tr>
<td>(Unconditioned)</td>
<td></td>
<td>(50 psi minimum with AC-10 asphalt)</td>
</tr>
<tr>
<td>Indirect Tensile Strength</td>
<td>AASHTO T283</td>
<td>70 percent minimum</td>
</tr>
<tr>
<td>(Retained Strength)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F. Should the job-mix formula fail to meet the tensile strength requirements, the Contractor shall add hydrated lime (hereinafter referred to as mineral filler) to the plantmix bituminous aggregates as specified in Subsection 401.03.08, "Preparation of Aggregates.” If the addition of mineral filler fails to achieve the minimum tensile strengths, the Contractor will be required to change sources of material, and submit a new job-mix formula that will satisfy all design criteria.

G. The test report shall show the curves and data tabulations used to determine the following characteristics:

1. Unit weight per cubic foot.
2. Percentage of air voids.
3. Percent voids filled with asphalt.
5. Percent voids in mineral aggregate (VMA).
7. Indirect tensile strength (Unconditioned and Retained strength).

H. Data tabulations shall include indications of the water absorption, aggregate bulk specific gravities for both coarse (retained on No. 8 sieve) and fine (passing No. 8 sieve) aggregate, theoretical specific gravity of bituminous mixture, absorbed asphalt, and effective asphalt content as determined in accordance with referenced Asphalt Institute procedures. ASTM D2041 will be used for determination of theoretical maximum specific gravity of bituminous paving mixtures.

I. The test report shall give the recommended asphalt content and the values for:

1. Unit weight per cubic foot (bulk density).
2. Stability.
3. Flow.
4. Air voids.
5. Voids filled with asphalt.
6. Voids in mineral aggregate (VMA).
7. Indirect tensile strength (Unconditioned and Retained strength).

J. The formula submitted shall propose definite single values for:
1. The percentage of aggregate passing each specified sieve.
2. The percentage of bitumen to be added (to 0.1 percent) based on weight of total mix.
3. The percentage of mineral filler to be added to the aggregate.
4. The temperature of the mixture leaving the mixer.
5. The temperature of the mixture in the hopper of the paving machine.

K. The job-mix formula aggregate with the allowable tolerances herein shall conform to Section 705, "Aggregates for Bituminous Courses," for plantmix bituminous base aggregates, plantmix bituminous surface aggregate, or plantmix bituminous open-graded aggregate, as applicable.

L. The Engineer will determine a job-mix formula with single values for Subsection 401.02.01.J, "Composition of Mixtures," paragraphs 1 through 5 above, and so notify the Contractor in writing. This job-mix formula shall not be modified except with the written approval of the Engineer. The mix furnished shall conform to this job-mix formula, within the following range of tolerances:
1. Aggregate passing the No. 4 and larger sieves: ±7 percent
2. Aggregate passing the No. 8 to No. 100 sieves: ±4 percent
3. Aggregate passing the No. 200 sieve: ± 2 percent, but not to exceed upper limit of specification. Mineral filler is not considered as part of the aggregate.
4. Bitumen content: ±0.3 percent
5. Temperature leaving the mixer: ± 20 degrees F
6. Temperature in hopper of paving machine: ± 20 degrees F

M. Should there be a change in sources of materials, a new job-mix formula shall be established before the new material is used. Check tests of properties of the plantmix bituminous materials shall be made on the first day of production and as requested by the Engineer during period of construction to confirm that all properties are in compliance with Marshall Design Criteria and tensile strength requirements. Adjustments in gradation, mineral filler content, and asphalt content shall be made as necessary to meet design criteria.

N. The temperature of the bituminous material just prior to mixing and of the completed mixture in the hauling vehicle just prior to leaving the plant shall conform to the following table:
PLANTMIX BITUMINOUS MIXTURE WITH ASPHALT CEMENT

<table>
<thead>
<tr>
<th>Grade of Asphalt Cement</th>
<th>Bituminous Material</th>
<th>Plantmix Bituminous Base of Surface Mixtures</th>
<th>Plantmix Bituminous Open-Graded Mixtures</th>
</tr>
</thead>
<tbody>
<tr>
<td>PG76-22CC, PG70-22CC, PG64-34CC</td>
<td>275°F</td>
<td>350°F</td>
<td>275°F</td>
</tr>
<tr>
<td>AC-40</td>
<td>275°F</td>
<td>350°F</td>
<td>255°F</td>
</tr>
<tr>
<td>AC-20, AC-30</td>
<td>265°F</td>
<td>330°F</td>
<td>245°F</td>
</tr>
<tr>
<td>AC-10</td>
<td>255°F</td>
<td>325°F</td>
<td>235°F</td>
</tr>
<tr>
<td>AC-20P</td>
<td>280°F</td>
<td>350°F</td>
<td>300°F</td>
</tr>
</tbody>
</table>

401.02.02 AGGREGATES
A. Aggregates shall comply with Section 705, "Aggregates for Bituminous Courses."

401.02.03 COMMERCIAL MINERAL FILLER
A. Commercial mineral filler shall comply with Subsection 705.03.04, "Commercial Mineral Filler."

401.02.04 BITUMINOUS MATERIALS
A. The bituminous material shall comply with Section 703, "Bituminous Materials." Bituminous material may be conditionally accepted at the source.
B. Unless otherwise specified in the Special Provisions for Category I pavements, the grade of bituminous material for dense-graded mixes shall be PG70-22 asphalt cement, except in the City of Las Vegas and the Clark County unincorporated areas, where PG76-22CC and PG64-34CC materials shall be used according to Table 1 of Section 703, "Bituminous Materials." PG70-10 may be used in Laughlin. The grade may be changed one step by the Engineer.
C. Unless otherwise specified in the Special Provisions, for Category II pavements the grade of bituminous material for dense-graded mixes shall be PG70-22 asphalt cement, except in the Clark County unincorporated areas, where PG76-22CC and PG64-34CC materials shall be used according to Table 1 of Section 703, "Bituminous Materials." PG70-10 may be used in Laughlin. The grade may be changed one step by the Engineer.
D. Certificates of Compliance for the asphalt, showing test values necessary for specification compliance, shall be made available upon request by the Engineer.

401.02.05 FIELD COMPACTION AND MIX DESIGN CORRELATION
A. Type 2 coarse mix design annual submittals only.
B. In an effort to establish the "point of refusal," if it has been determined that the in-place air voids are less than 6 percent or more than 8 percent, the mix design bitumen content shall be adjusted. This procedure will be required as a part of all new mix designs, and any field adjustment shall be noted.
C. The field compaction shall be as required in Section 401.03.11, "Rolling and Compaction."
1. The in-place air voids, as based on the Maximum Theoretical Specific Gravity and 10 correlated nuclear tests or 5 cores, shall then be calculated.

2. If the mean percent air voids is outside the limits noted above, the bitumen content shall be mathematically increased or reduced and noted on the mix design submittal. If adjustment is made, then a new control strip is required.

3. Once the control strip meets the above requirements, it becomes the control strip for subsequent mix placements.

D. Subsequent compaction testing lots shall be tested in accordance with Section 401.03.12, "Acceptance Sampling and Testing of Bituminous Mixture." If the compaction cannot be maintained between the above limits, a new control strip shall be implemented to re-establish the mean density for testing.

CONSTRUCTION

401.03.01 BITUMINOUS MIXING PLANT

A. Sufficient storage space shall be provided for the aggregate, or for each size aggregate when required. The storage yard shall be maintained neat and orderly and the stockpile, or separate stockpiles when required, shall be readily accessible for sampling.

B. Mixing plants shall be of sufficient capacity and coordinated to adequately handle the proposed bituminous construction.

C. **Mixing Plants.** Plants used for the preparation of bituminous mixtures shall conform to the following requirements:

1. Equipment for Preparation of Bituminous Material:
   a. Tanks for the storage of bituminous material shall be equipped to heat and hold the material at the required temperatures.
   b. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the tank or contents.
   c. The circulating system for the bituminous material shall be designed to ensure proper and continuous circulation during the operating period.
   d. Provisions shall be made for measuring and sampling storage tanks.

2. Drier: The plant shall include a drier or driers which continuously agitate the aggregate during the heating and drying process.

3. Thermometric Equipment:
   a. An armored thermometer of adequate range in temperature reading shall be fixed in the bituminous feed line at a suitable location near the charging valve at the mixer unit.
   b. The plant shall be equipped with either an approved dial-scale, mercury-actuated thermometer, an electric pyrometer, or other approved thermometric instrument so placed at the discharge chute of the drier as to register automatically or indicate the temperature of the heated aggregate.
   c. The Engineer may require replacement of any thermometer by an approved temperature-recording apparatus for better regulation of the temperature of aggregates.
4. Smoke and Dust Control: The Contractor will be required to install satisfactory precipitation devices, or use other methods which will meet local conditions, city and county regulations as set forth by the Clark County Air Pollution Control Officer, and state laws pertinent to air pollution.

5. Truck Scales:
   a. Except as allowed in Subsection 401.04.01, "Measurement," bituminous mixture shall be weighed on approved scales furnished by the Contractor or on public scales at no cost to the Contracting Agency.
   b. Such scales shall be platform scales and conform to the provisions of Subsection 109.01, "Measurement of Quantities."

6. Safety Requirements:
   a. Adequate and safe stairways to the mixer platform and sampling points shall be provided and guarded ladders to other plant units shall be placed at all points where accessibility to plant operations is required.
   b. Accessibility to the top of truck bodies shall be provided by a platform or other suitable device to enable the Engineer to obtain sampling and mixture temperature data.
   c. A hoist or pulley system shall be provided to raise scale calibration equipment, sampling equipment, and other similar equipment from the ground to the mixer platform and return.
   d. All gates, pulleys, chains, sprockets, and other dangerous moving parts shall be thoroughly guarded and protected.
   e. Ample and unobstructed passage shall be maintained at all times in and around the truck loading area.
   f. This area shall be kept from drippings from the mixing platform.

D. Batch混行 Plants. Batch mixing plants shall conform to the following requirements:

1. Plant Scales:
   a. Scales shall be accurate to 0.5 percent of the minimum load that may be required. Poises shall be designed to be locked in any position to prevent unauthorized change of position.
   b. Scales shall be as described in Subsection 109.01, "Measurement of Quantities." In lieu of truck scales, the Contractor may provide an approved automatic printer system which will print the weights of the material delivered, provided the system is used in conjunction with an approved automatic batching control system. Such weights shall be evidenced by a weight ticket for each load.
   c. The amount of filler material shall be determined by weighing on springless dial scales separate from the plant weigh hopper or by some method that uniformly feeds the mixer within 10 percent of the required amount.

2. Feeder for Drier: The plant shall be provided with accurate mechanical means for uniformly feeding the aggregate into the drier so that uniform production and uniform temperature will be obtained.
3. Screens: Plant screens capable of screening the aggregate to the specified sizes will be required.

4. Bins:
   a. The plant shall include storage bins of sufficient capacity to supply the mixer when it is operating at full capacity.
   b. Bins shall be arranged to ensure separate and adequate storage of appropriate fractions of the mineral aggregates.
   c. Separate dry storage shall be provided for mineral filler when used and the plant shall be equipped to feed such material into the mixer.
   d. Each bin shall be provided with overflow pipes, of such size and at such locations as to prevent backing up of material into other compartments or bins.
      1) Each compartment shall be provided with its individual outlet gate constructed so that when closed there shall be no leakage.
      2) The gates shall cut off quickly and completely.
      3) Bins shall be so constructed that samples representative of the entire material in the bin can be readily obtained.

5. Weigh Box or Hopper:
   a. All materials shall be proportioned by weight.
   b. Aggregate scales shall be one of the following:
      1) Multiple beam scale.
      2) Springless dial type scale.
      3) Fully automatic solid-state digital strain gauge transducer measuring device.
   c. Aggregate scales shall have a capacity exceeding 1-1/4 times the total amount of materials to be weighed in one operation. Each scale gradation shall be approximately 1/1000 of the total capacity of the scale.
   d. All scales used for proportioning materials shall be accurate to within 1 percent.
      1) The scales shall be sealed and certified by the State Sealer of Weights and Measures.
      2) Certifications shall be dated within the past 12 months and shall be renewed whenever required by the Engineer.
      3) If the plant is moved, a new certificate will be required.
   e. All scales shall be of such size and so arranged that they may be read easily from the operator's platform.
      1) The scales shall indicate the true net weight without the application of any factor.
      2) The dials of scales shall not be less than 12 inches in diameter.
      3) The figures on the scale dials shall be clearly legible.
f. Weighing equipment shall be so insulated against the vibration or movement of other operating equipment in the plant that the error in weighing with the entire plant running will not exceed 1-1/2 percent for any batch.

6. Bituminous Control Unit: Satisfactory means, either by weighing or metering, shall be provided to obtain the proper amount of bituminous material in the mix within the tolerance specified. Means shall be provided for checking the quantity or rate of flow of bituminous material into the mixer.

7. Bituminous Control:
   a. The equipment used to measure the bituminous material shall be accurate to plus or minus 0.5 percent.
      1) The bituminous material bucket shall be a non-tilting type with a loose sheet metal cover.
      2) The length of the discharge opening or spray bar shall be not less than three-fourths the length of the mixer and it shall discharge directly into the mixer.
      3) The bituminous material bucket, its discharge valve or valves, and spray bar shall be adequately heated.
      4) Steam jackets, if used, shall be efficiently drained and all connections shall be so constructed that they will not interfere with the efficient operation of the bituminous scales.
      5) The capacity of the bituminous material bucket shall be at least 15 percent in excess of the weight of bituminous material required in any batch.
      6) The plant shall have an adequately heated quick-acting, non-drip, charging valve located directly over the bituminous material bucket.
   b. Bituminous material shall be measured by means of springless dial scales or metering devices. Springless dial scales shall have a capacity of not more than 1,000 pounds in 2-pound gradations.
      1) The indicator dial shall have a capacity of at least 15 percent in excess of the quantity of bituminous material used in a batch.
      2) The controls shall be constructed so that they may be locked at any dial setting and will automatically reset to that reading after the addition of bituminous material to each batch.
      3) The dial shall be in full view of the mixer operator.
   c. The flow of bituminous material shall be automatically controlled so that it will begin when the dry mixing period is over.
      1) All of the bituminous material required for one batch shall be discharged in not more than 15 seconds after the flow has started.
      2) The size and spacing of the spray bar openings shall provide a uniform application of bituminous material the full length of the mixer.
      3) The section of the bituminous line between the charging valve and the spray bar shall be provided with a valve and outlet for checking the
accuracy of the meter when a metering device is substituted for a bituminous material bucket.

8. Mixer:
   a. The batch mixer shall be of a twin pugmill type, steam jacketed, or heated by other approved means and capable of producing uniform mixtures within the specified tolerances.
   b. It shall be equipped with a sufficient number of paddles or blades set in proper order and operated at such speed as to produce a properly and uniformly mixed batch.
   c. At the beginning of the mixing operation, the clearance between paddle tips and liner shall not exceed half the maximum aggregate diameter for the specified job mix.
   d. The clearance of the paddles or blades from all fixed and moving parts shall not exceed 1 inch.
   e. Badly worn or defective paddles or blades shall not be used in mixing operations.

9. Control of Mixing Time:
   a. The mixer shall be equipped with an accurate time lock to control the operations of a complete mixing cycle.
      1) It shall lock the weigh box gate after the charging of the mixer until the closing of the mixer gate at the completion of the cycle.
      2) It shall lock the mixer gates throughout the dry and wet mixing periods.
      3) The dry mixing period is defined as the interval of time between the opening of the weigh box gate and the start of introduction of bituminous material.
      4) The wet mixing period is the interval of time between the start of introduction of bituminous material and the opening of the mixer gate.
   b. The mixer shall be equipped with a timing device which will indicate by a definite audible or visual signal the expiration of the mixing period.
      1) The device shall measure the time of mixing within an accuracy of 2 seconds.
      2) A suitable automatic device for counting the number of completely mixed batches shall be provided and maintained in proper working condition.
   c. When the aggregate and the bituminous material have been combined, the entire mass shall be mixed in an approved mixer.
      1) The mixing shall continue until homogeneity and a uniform coating are achieved.
      2) The output rate shall not exceed the manufacturer's capacity rating.

E. Drier Drum Mixing Plants. Drier drum mixing plants shall conform to the following requirements:
1. Aggregate Stockpiles: Comply with Subsection 401.03.08, “Preparation of Aggregates” paragraphs A through C.

2. Aggregate Proportioning:
   a. The plant shall include a means for accurately proportioning each bin size of aggregate prior to the drying operation.
   b. The plant shall have a mechanical feeder mounted under each compartment bin.
      1) Each compartment bin shall have an accurately controlled individual gate for volumetrically measuring the material drawn from each compartment.
      2) The feeding orifice shall be rectangular with one dimension adjustable by positive means.
      3) Indicators shall be provided for each gate to show the respective gate opening in inches.
   c. A meter for determining the rate of each feeder, or a revolution counter, shall be provided. Commercial filler material introduced into the mixer shall be drawn from storage bins by a continuous mechanical feeder which will uniformly feed the mixer within 10 percent of the required amount.

3. Weight Calibration of Aggregate: The plant shall include a means for calibration for each aggregate feeder by weighing test samples.

4. Bituminous Metering Device: The bituminous material shall be introduced into the mixer through a gallonage meter by a positive displacement metering device, equipped with a ready means of varying the bituminous material delivery rate.

5. Synchronization of Aggregate Feed and Bituminous Material Feed:
   a. Satisfactory means shall be provided to afford a positive interlocking control between the flow of aggregate from each feeder and the flow of bituminous material.
   b. The interlocking control shall indicate a visible or audible signal when the level of material in any one feeder approaches the strike off capacity of the feed gate, or shut the plant down.

6. Mixer:
   a. The plant shall include a mixing device which will obtain homogeneity and a uniform coating.
   b. The mixing output shall not exceed the manufacturer's capacity rating.
   c. The moisture content of the bituminous mixture shall not exceed 3 percent at the discharge end of the dryer.

7. Surge Bins: The plant will be equipped with an approved surge bin at the discharge. This surge bin will be in excess of 20 tons, and shall be equipped with an approved surge batcher or other approved method satisfactory to the Engineer that will prevent segregation of the bituminous mixture as it is being discharged into the hauling vehicle.
401.03.02 HAULING EQUIPMENT
A. Trucks used for hauling bituminous mixtures shall have tight, clean, smooth beds which have been thinly coated with a minimum amount of paraffin oil, lime solution, or other approved material to prevent the mixture from adhering to the beds.

401.03.03 PAVERS
A. Bituminous pavers shall be self-contained, self-propelled units provided with an activated screed or strike-off assembly, heated if necessary, and capable of spreading the finishing courses of bituminous plantmix material in lane widths applicable to the specified typical section and thicknesses shown on the plans.
B. Pavers used for shoulders and similar construction shall be capable of spreading and finishing courses of bituminous plantmix material in widths shown on the plans.
C. The asphalt paver shall operate independently of the vehicle being unloaded and shall be capable of propelling the vehicle being unloaded in a satisfactory manner.
   1. If necessary, the load of the haul vehicle shall be limited to that which will ensure satisfactory spreading.
   2. While being unloaded, the haul vehicle shall be in contact with the machine at all times, and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.
D. Pavers shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed.
E. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.
F. Pavers shall be capable of placing the bituminous mixture to meet the surface tolerances specified under the respective sections of bituminous pavement.

401.03.04 ROLLERS
A. Rollers shall be vibratory, steel-wheeled or pneumatic-tired type, in good condition.
   1. Rollers shall be capable of reversing without backlash and operating at slow speeds to avoid displacement of the bituminous mixture.
   2. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density without detrimentally affecting the completed material as determined by the Engineer.
   3. Comply with Subsection 401.03.11, "Rolling and Compaction."
B. Rollers for the test strip shall meet the following requirements:
   1. Breakdown rollers shall be either a 3-wheeled steel roller or a 2-axle tandem or a 3-axle tandem weighing not less than 10 tons.
   2. Except as hereinafter permitted, pneumatic-tired rollers shall comply with the following:
      a. Rollers shall consist of not less than 9 wheels equipped with pneumatic tires of equal size and diameter.
b. Tires shall be mounted on 2 axles attached to a rigid frame, equipped with a loading platform or body suitable for ballast loading, so that the total weight of the roller can be varied to produce an operating weight per tire of between 1,000 and 2,000 pounds.

c. The tires shall have treads satisfactory to the Engineer.

d. The tires on the rear axle shall be so spaced that the entire gap between adjacent tires on the front axle will be covered by 1 tread of the following tires.

e. The tires shall be uniformly inflated so that the air pressure in the several tires will not vary more than 5 pounds per square inch. Inflation pressure in pounds per square inch shall be the tire manufacturer’s recommendation.

f. Minimum tire size shall be 7.50 x 15 inches, 4 ply.

3. The use of pneumatic-tired rollers with fewer wheels and a greater maximum operating weight per tire than that specified herein will be permitted subject to the following requirements:

a. The minimum width between the outer edge of the outside tires on a given axle shall be 60 inches.

b. The weight of the roller and the tire pressure can be varied to produce a ground contact pressure between 50 and 70 psi.

4. The finish roller shall be a 2-axle tandem weighing not less than 8 tons.

401.03.05 WEATHER LIMITATIONS

A. The bituminous mixture shall not be placed upon any wet surface or when the surface temperatures of the underlying course is less than specified in Table 1. The temperature requirements may be modified, but only when so directed by the Engineer.

<table>
<thead>
<tr>
<th>Mat Thickness</th>
<th>Base Temperature (Minimum °F)</th>
</tr>
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<tbody>
<tr>
<td>3 Inches or Greater</td>
<td>40</td>
</tr>
<tr>
<td>Greater than 1 Inch but Less than 3 Inches</td>
<td>45</td>
</tr>
<tr>
<td>1 Inch or Less</td>
<td>50</td>
</tr>
</tbody>
</table>

401.03.06 PREPARATION OF EXISTING SURFACE

A. When the surface of the existing pavement or old base is irregular, it shall be brought to a uniform grade and cross section as shown on the plans.

B. The subgrade to receive asphalt concrete, or asphalt concrete base immediately prior to applying prime coat, shall conform to the compaction and elevation tolerance specified for the material involved and shall be free of loose or extraneous material.

C. If the plantmix bituminous surface is being constructed directly upon an existing hard-surfaced pavement, a tack coat emulsified asphalt, diluted 50/50 at an approximate rate of 0.05 to 0.10 gallons per square yard, shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete. Comply with Section 405, "Tack Coat."
1. The surface shall be free of water, foreign material, or dust when the tack coat is applied.

2. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by plantmix during the same day, unless otherwise authorized by the Engineer.

D. A similar tack coat shall be applied to the surface of any previous course even if the course is placed the same day. Also, if as determined by the Engineer, the surface is such that a satisfactory bond cannot be obtained between it and a succeeding course.

E. The contact surfaces of all cold pavement joints, curbs, gutters, manholes, and similar structures shall be painted with emulsified asphalt immediately before the new asphalt concrete is placed. Comply with Section 405, "Tack Coat."

F. When specified in the contract, longitudinal and transverse joints and cracks shall be sealed by the application of an approved joint sealing compound before spreading the mixture upon a Portland cement concrete surface. Excess bituminous material shall be removed from joints and cracks prior to spreading the mixture.

401.03.07 PREPARATION OF BITUMINOUS MATERIALS

A. The bituminous material shall be heated to the specified temperature in a manner that will avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature at all times.

401.03.08 PREPARATION OF AGGREGATES

A. Aggregates proportioned prior to the heating and drying process shall be separated into at least two general sizes:

1. That portion of the material having a minimum of 80 percent passing No. 4 sieve.

2. That portion of the material having a minimum of 80 percent retained on a No. 4 sieve.

B. The material shall be maintained within the limits above with a uniformity of plus or minus 5 percent. Each portion of the material shall be stored separately.

C. When moving the aggregate from storage to compartment bins, any method may be used which will not cause segregation, degradation, or combinations of aggregate which fail to meet the specified gradation requirement. Plantmix operations shall not commence until sufficient aggregate material is stockpiled to ensure one day's run.

D. Aggregate proportioned immediately after the heating and drying process shall be screened into a minimum of 2 fractions when minus 1/2-inch aggregate is used, and into a minimum of 3 fractions when larger sized aggregate is used. The screened material shall be conveyed to separate compartments ready for proportioning and mixing with bituminous material.

E. If the Contractor elects to introduce baghouse fines into the mix, the material shall be drawn from a storage facility in which the material is kept in a uniform free flowing condition.

1. The baghouse fines for delivery to the plant shall be from a vane type metering device which is interlocked (electrical driven feeders shall be activated from the same circuit) to the flow of each aggregate feeder.

2. The drive shaft on the baghouse fines vane feeder shall be equipped with a revolution counter accurate to 1/10 of a revolution, and a means for varying the rate.
3. In a continuous mix and/or dryer drum plant, the baghouse fines shall be added at the asphalt feed line to ensure a uniform mix.

4. In batch plants, the baghouse fines shall be added by the use of a separate bin.

5. The baghouse fines shall be introduced at a point as approved by the Engineer at a percentage determined by the Engineer, not to exceed 2 percent by dry weight of the aggregate.

6. Baghouse fines shall be considered as part of the aggregate, and not as a mineral filler.

F. If mineral filler is required to meet the tensile strength requirements of the job-mix formula, it shall be added by one of the following methods:

1. Cold Feed Method:

   a. Hydrated lime (hereinafter referred to as mineral filler) shall be added to all plantmix bituminous aggregates at the rate of not less than 1 percent nor more than 2-1/2 percent of the weight of the dry aggregate. The exact rate of application shall be as determined by the job mix formula.

   b. Mineral filler shall be drawn from a storage facility in which the mineral filler is agitated by air or other means to keep it in a uniform free flowing condition.
      1) The mineral filler for delivery to the mixer shall be from a vane type metering device which is interlocked, (electrical driven feeders shall be actuated from the same circuit) to the flow of each aggregate feeder.
      2) The drive shaft on the mineral filler vane feeder shall be equipped with a revolution counter reading to 1/10 of a revolution, and a means for varying the rate.

   c. In continuous mix and/or drum dryer plants, the mineral filler shall be added to the aggregate after the aggregate is proportioned.

   d. In batch plants, the mineral filler shall be added to the aggregate prior to drying.

   e. Regardless of which type of plant is used, the following methods shall be utilized:
      1) Prior to the introduction of the mineral filler, sufficient moisture shall be added using spray bars at the aggregate bins to bring the aggregate to a moisture content where enough free surface moisture is available to thoroughly wet the aggregate and wet the lime.
         a) This content shall be a minimum of 4 percent.
         b) The actual amount of moisture required will be determined by the Engineer.
         c) After the addition of water and mineral filler, the aggregate shall be mixed using a horizontal twin-shaft pugmill.
         d) The mixing paddles shall be adjustable for angular position on the shaft to permit altering of the mixing pattern or retarding the flow to ensure that the aggregate is thoroughly coated with mineral filler.
e) The volume of material in the pugmill shall not extend above the vertical position of the blade tips.

f) The completed mixture shall be directly introduced into the hot plant.

g) Stockpiling of the completed mixture is strictly prohibited.

2) The moisture control valve shall be interlocked with the hot plant control room so the moisture control valve is automatically turned off when the cold feed belts are shut off. The control valve shall also turn on automatically when the cold feed belts are activated.

2. Marination Method:

a. Hydrated lime (hereinafter referred to as mineral filler) shall be added to all fractions of the plantmix bituminous aggregates.

1) The coarse aggregates shall be wet cured with mineral filler at a rate of 1 percent of the weight of dry aggregate.

2) The fine aggregates shall be wet cured with mineral filler at a minimum rate of 2 percent of the weight of the dry aggregate.

b. The aggregates shall be marinated (wet cured) in the stockpiles for a minimum of 48 hours.

c. The wet cured aggregate in the stockpile shall be used within 45 calendar days. Material marinated in stockpile in excess of 45 calendar days shall not be used for the production of plantmix bituminous aggregates unless otherwise approved by the Engineer.

d. Prior to the introduction of the mineral filler, sufficient moisture shall be added using spray bars at the aggregate bins to bring the aggregates to a moisture content where enough free surface moisture is available to thoroughly wet the aggregate and activate the lime.

1) This content is recommended to be a minimum of 3 percent for coarse aggregates and 6 percent for the fine aggregates.

2) The actual amount of moisture required will be determined by the Engineer.

3) After the addition of water and mineral filler, the aggregate shall be mixed using a horizontal twin-shaft pugmill.

4) The mixing paddles shall be adjustable for angular position on the shaft to permit altering of the mixing pattern or retarding the flow to ensure that the aggregate is thoroughly coated with mineral filler.

5) The volume of material in the pugmill shall not extend above the vertical position of the blade tips.

e. Mineral filler shall be drawn from a storage facility in which the mineral filler is agitated by air or other means to keep it in a uniform free flowing condition.

1) The mineral filler for delivery to the mixer shall be from a vane type metering device which is interlocked (electrical driven feeders shall be actuated from the same circuit) to the flow of each aggregate feeder.
2) The drive shaft on the mineral filler vane feeder shall be equipped with a revolution counter reading to 1/10 of a revolution, and a means for varying the rate.

3. Slurry Method:

a. Hydrated lime or slaked quicklime (hereinafter referred to as mineral filler) shall be added to all plantmix bituminous aggregates in slurry form.
   1) Add at a rate of not less than 1 percent nor more than 2-1/2 percent of dry mineral filler based on the weight of the dry aggregate.
   2) The exact rate of application shall be as determined by the job-mix formula.

b. A slurry containing 1 part mineral filler and 2 parts water by weight is recommended.
   1) The actual amount of water required in the production of the slurry will be determined by the Engineer after a visual inspection to ensure that the aggregate is thoroughly and uniformly coated with the mineral filler.
   2) The addition of moisture to the aggregate prior to mixing of the mineral filler and aggregate will not normally be required.

c. The slurry shall be prepared in a central mixing tank provided with agitation for keeping the mineral filler in suspension until applied to the aggregate.
   1) The slurry mixing tanks shall be capable of producing sufficient slurry for the hot mix asphalt manufacturing facility production rate, and shall produce a uniform slurry consistency.
   2) The plant shall be equipped with suitable pumps and meters for introducing the required amount of slurry to the aggregate. A suitable device shall be provided to the Engineer for determining the weight of mineral filler per gallon of slurry.

d. If quicklime is used as the mineral filler, it shall be converted to hydrated lime by using one or more slaking tanks. The slaking unit shall be capable of:
   1) Complete slaking or hydration of the quicklime.
   2) Providing agitation for mixing and keeping the mineral filler in suspension until use.

e. After the addition of the mineral filler slurry, the aggregate shall be mixed using a horizontal twin-shaft pugmill.
   1) The mixing paddles shall be adjustable for angular position of the shaft to permit altering of the mixing pattern or retarding the flow to ensure that the aggregate is thoroughly coated with mineral filler.
   2) The volume of material in the pugmill shall not extend above the vertical position of the blade tips.
   3) The completed mixture shall be directly introduced into the hot plant.
   4) Stockpiling of the completed mixture is strictly prohibited.
401.03.09 MIXING

A. The permissible moisture content of the bituminous mixture just behind the paver shall not exceed 1-1/2 percent as determined by test method ASTM D1461 or equivalent.

1. Should the aggregate contain excessive moisture when heated within the temperature limits, the Contractor will be required to take satisfactory corrective action before resuming plantmix operations.

2. When an approved dryer drum mixing process is used, the moisture content of the bituminous mixture at discharge from the mixer shall not exceed 3 percent, and the resulting product at the discharge end of the drier shall be a homogenous mixture of uniformly distributed and properly coated aggregates of unchanging appearance.

B. The drier aggregate shall be combined in the mixer in the amount of each fraction of aggregates required to meet the job-mix formula. The bituminous material shall be measured or gauged and introduced into the mixer in the amount specified by the job-mix formula.

C. Commercial filler material, when required, shall be added to the mixer separately and shall be thoroughly dry. If the materials are mixed in a batching plant, the filler material shall be fed directly into the mixer as near the center as possible.

D. The time of mixing a batch shall begin on the charging stroke of the weight hopper dumping mechanism and shall end when discharge is started.

1. Mixing shall continue until a homogenous mixture of uniformly distributed and properly coated aggregates of unchanging appearance is produced.

2. In general, the time of mixing shall not be less than 30 seconds, except that the time may be reduced when, in the opinion of the Engineer, the sizes of aggregates are uniformly distributed and all particles are thoroughly and uniformly coated with asphalt binder.

3. The output rate shall not exceed the manufacturer's capacity rating.

E. Should the mixture, at the plant or in place, show an excess or deficiency of bitumen, show injury or damage due to burning or overheating, or show an improper combination of aggregates, due to the Contractor's failure to conform to the specified requirements, it shall be rejected and if still in the truck shall be disposed of as required. If an unsatisfactory mix, as referred to above, has been placed, it shall be disposed of and replaced as directed. No compensation will be allowed for rejected material.

401.03.10 SPREADING AND FINISHING

A. The mixture shall be laid upon an approved surface, and shall be spread and struck off to the grade and elevation established. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

B. The forward rate of travel of the paving machine(s) shall be regulated to a speed dependent upon the capacity of the mixing plant to furnish the mixture and the rate at which the rollers can obtain the required compaction. The machine shall be operated so that material does not accumulate and remain along the sides of the receiving hopper.

C. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, and compacted by hand tools. For such areas, the mixture shall be dumped, spread, and screeded to give the required compacted thickness, correct grade, and cross section.
D. The Contractor may windrow plantmixed bituminous base or surface material in front of the spreading and finishing machine, provided that the following conditions and requirements are strictly adhered to:

1. The windrow is properly sized, thereby ensuring the delivery of the correct amount of material to the spreading and finishing machine at all times.

2. The bituminous mixture shall be transferred from the windrow to the spreading and finishing machine in such a manner that the materials in the spreading machine will be a uniform mixture. The base upon which the windrow was formed shall not be disturbed, and there shall be no paving material remaining on this base between the pickup device and the spreading and finishing machine.

3. The temperature requirements for the material in the hopper of the spreading and finishing machine are complied with. Plantmix bituminous mixture that does not meet the minimum temperatures specified shall not be incorporated in the work, but shall be wasted in a manner satisfactory to the Engineer.

E. Should any course of bituminous mixture placed by utilizing a windrow be inferior, as determined by the Engineer, to that placed by transferring the bituminous mixture directly from the hauling vehicle to the spreading machine, the use of a windrow shall be discontinued.

F. The bituminous mixture spread through the paving machine during one day's operation shall come from a single plant manufacturer. Intermixing from more than one source shall not be allowed.

401.03.11 ROLLING AND COMPACTION

A. The initial or breakdown rolling shall consist of one complete coverage of the bituminous mixture with a steel-wheeled roller.

1. Initial rolling shall commence at the lower edge and shall progress toward the highest portion of the roadbed.

2. Under no circumstances shall the center be rolled first.

B. The initial or breakdown rolling shall be followed by rolling such that uniform density is obtained throughout the depth of the layer of the material being compacted.

1. At least two rollers, one steel-wheeled, the other pneumatic-tired, shall be used.

2. The total number of rollers used shall be sufficient to obtain the required compaction while the mixture is in a workable condition.

C. The final rolling of the bituminous mixture shall be performed with the same type of roller used for breakdown rolling.

D. Rolling shall be performed in such a manner that cracking, shoving, or displacement will be avoided.

1. All rollers shall be in good condition and the reversing mechanism maintained so that the roller is capable of changing directions smoothly.

2. The roller shall be kept in continuous motion while rolling so that all parts of the pavement receive equal compression.

3. The motion of the roller shall be slow enough at all times to avoid displacement of the pavement.
4. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected immediately by the use of rakes and fresh mixture when required.

E. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly maintained.
   1. The use of diesel oil on pneumatic-tired rollers shall be kept to a minimum as determined by the Engineer.
   2. Preferably, a water soluble oil or an asphalt release agent shall be used.

401.03.12 ACCEPTANCE SAMPLING AND TESTING OF BITUMINOUS MIXTURE

A. At no cost to the Contracting Agency, field thickness and density determinations of the bituminous mixture shall be made in lots, each lot representing one day's placement.
   1. A lot shall be divided into 5 equal sublots, and 1 test shall be made for each subplot.
   2. The location of the field tests may be chosen on a random basis using ASTM D3665, Section 4.3, except that any random location given shall be set back 2 feet from a curb or 3 feet from an edge, joint, or seam.
   3. A summary of the random number chart used and the lot description shall be completed and approved by the Engineer prior to sampling and shall be included in the finished test results.

B. Determination of the field thickness of the compacted bituminous mixture, as required by the Engineer, shall be accomplished by ASTM D3549, "Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens."

C. Determination of the field density of the compacted bituminous mixture shall be accomplished by either of the methods listed below. In case of dispute, ASTM D1188 as modified shall govern.
   1. ASTM D2950, "Density of Bituminous Concrete in Place by Nuclear Method." When this method is used, the nuclear device shall first be correlated with the density of core samples.
   2. ASTM D1188, "Bulk Specific Gravity of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens." When this method is used, the procedure shall be modified to require the use of “Coated Specimens” (Parafilm or Paraffin) only. The use of Bulk Specific Gravity determinations by SSD (surface saturated dry) method are prohibited.

D. The use of ASTM D2950 shall include correlation of test results to drilled cores.
   1. A minimum of 1 lot (one full day's production), and not less than 5 sublots, shall be used for this correlation.
   2. Should any nuclear test density in the first lot differ from its corresponding drilled core density by more than 3.00 percent relative compaction, a second lot shall be correlated and the average of all sublots in the first and second lots, but not less than 10 sublots, shall be used for the correlation. The 4-inch cores shall be transferred to the Engineer along with the random number generator listing station/offset locations.

E. The theoretical maximum density of the bituminous mixture shall be determined by taking random samples of the mixture delivered to the job site and testing in accordance with ASTM D2041, "Theoretical Maximum Specific Gravity of Bituminous Paving Mixtures."
1. At least 2 theoretical maximum density determinations shall be made for each day's production of bituminous mixture used in the work.

2. If the day's production is less than 500 tons, then only 1 theoretical maximum density determination is required.

F. As a quality control measure, the Contractor shall, at no cost to the Contracting Agency, make periodic checks of the field density of the compacted bituminous mixture at any time during paving operations. The testing performed by the Contractor may be used by the Engineer in part or in whole as the basis of acceptance in addition to the Quality Assurance testing to be done by the Engineer.

G. The pavement thickness acceptance criteria are as listed below:

1. If the average of all measurements meets or exceeds the design thickness, with no core more than 10 percent less than the design thickness, the placement is acceptable.

2. If there is only an isolated thin area, the limits of the area should be identified to determine if a construction resolution is necessary.

3. If the core results indicate a consistently thin section, with no core more than 15 percent less than the design thickness and with the approval of the Engineer, the Contractor has the option of proposing a construction resolution or contributing an amount equivalent to the reduction in the asset value. Calculation of the lost asset value is accomplished with the following steps:
   a. Determine the annual numbers of 18-kip equivalent single axle loads (ESAL), based upon the design traffic index (TI), a 20-year design life and an assumed traffic growth rate.
   b. Calculate the composite structural number of the designed road section (i.e., the AC and aggregate base sections).
   c. Using the average AC thickness, calculate the structural number of the constructed road section.
   d. Determine the ESAL value that correlates with the reduced structural number.
   e. Based upon the annual ESAL counts, determine the corresponding design life of the reduced section.
   f. Using a 3 percent inflation factor and the unit cost of the AC (on a $/square yard basis) determine the equivalent uniform annual cost (EUAC) of each section.
   g. Multiply the reduction in design life by the EUAC to determine the reduced value of the pavement, on a unit cost basis.
   h. Multiply the unit cost by the pavement area.
   i. As an alternative, use the following unit cost values for the 4 road classifications (dollars per square yard per inch deviation from design thickness): Residential = $6.97, Minor Collector = $7.10, Major Collector = $6.14, and Arterial = $7.20.

4. If the core results yield an average thickness greater than the design thickness, but are alternately very high and very low (more than 10 percent out), the Engineer may reject the placement.
H. The pavement density acceptance criteria for production placements shall be as listed below, otherwise specified in the project plans or contract documents:

1. The average density for Residential roadway pavement shall be 92 percent ± 2.0 percent (90.0 percent - 94.0 percent), with no single density deviating more than 4 percentage points (all measurements between 88 percent - 96 percent). If the average is between 2.0 percent - 4.0 percent out (88 percent - 90.0 percent or 94.0 percent - 96 percent), with no density more than 5.0 percent out (all measurements between 87 percent - 97 percent), the Contractor has the option of contributing the lost asset value of $1.22 per square yard per percentage point deviation from the acceptance range.

2. The average density for Minor Collector roadway pavement shall be 93.0 percent ± 2.0 percent (91.0 percent - 95.0 percent), with no single density deviating more than 4 percentage points (all measurements between 89 percent - 97 percent). If the average is between 2.0 percent - 4.0 percent out (89 percent - 91.0 percent or 95 percent - 97 percent), with no density more than 5.0 percent out (all measurements between 88 percent - 98 percent), the Contractor has the option of contributing the lost asset value of $1.22 per square yard per percentage point deviation from the acceptance range.

3. The average density for Major Collector roadway pavement shall be 93.0 percent ± 1.5 percent (91.5 percent - 94.5 percent), with no single density deviating more than 4 percentage points (all measurements between 89 percent - 97 percent). If the average is between 1.5 percent - 4.0 percent out (89 percent - 91.5 percent or 94.5 percent - 97 percent), with no density more than 5.0 percent out (all measurements between 88 percent - 98 percent), the Contractor has the option of contributing the lost asset value of $0.81 per square yard per percentage point deviation from the acceptance range.

4. The average density for Arterial roadway pavement shall be 93.0 percent ± 1.5 percent (91.5 percent - 94.5 percent), with no single density deviating more than 4 percentage points (all measurements between 89 percent - 97 percent). If the average is between 1.5 percent - 4.0 percent out (89 percent - 91.5 percent or 94.5 percent - 97 percent), with no density more than 5.0 percent out (all measurements between 88 percent - 98 percent), the Contractor has the option of contributing the lost asset value of $0.81 per square yard per percentage point deviation from the acceptance range.

**401.03.13 MAINTAINING TRAFFIC**

A. Traffic shall not be allowed on newly placed pavement for at least 24 hours or until the bituminous paving mix in-place temperature has dropped below 104 degrees F.

B. Exceptions shall be made at the discretion of the Engineer. Artificial means to reduce the pavement temperature may be used as approved by the Engineer.

**401.03.14 JOINTS**

A. Placing of the bituminous paving shall be as continuous as possible.

1. Rollers shall not pass over the unprotected end of the freshly laid mixture unless authorized by the Engineer.

2. Transverse joints shall be conformed by cutting back on the previous run to expose the full depth of the course.
3. A brush coat of asphalt emulsion shall be used on contact surface of transverse joints just before additional mixture is placed against the previously rolled material.

B. Longitudinal joints shall be spaced so that joints in succeeding courses will be at least 6 inches horizontally from joints in any preceding course. Lanes will be evened up each day to eliminate cold longitudinal joints insofar as practicable.

C. Transverse joints shall be spaced so that joints in succeeding courses will be a minimum of 5 feet horizontally from joints in any adjacent course. Lanes shall be evened up each day to eliminate cold transverse joints insofar as practicable.

D. Comply with Subsection 401.03.10, "Spreading and Finishing."

401.03.15 SURFACE TOLERANCES
A. Surface tolerances will be specified under the respective sections of bituminous pavement.

401.03.16 SURFACING MISCELLANEOUS AREAS
A. Surfacing of road approaches and connections, street intersection areas, frontage roads, island areas, sidewalks, dikes, curbs, gutters, gutter flares, ditches, downdrains, spillways, aprons at the ends of drainage structures, and other designated areas outside the travelled way shall conform to the provisions specified in these specifications.

B. The combined aggregate grading for bituminous mixtures placed on miscellaneous areas shall conform to that specified for the bituminous mixture placed on the travelled way, except the aggregates used in the construction of island areas and dikes shall be constructed of aggregate conforming to the requirements of Plantmix Surface Aggregate, Type 3.

1. The amount of bituminous material used in the bituminous mixture placed in dikes, gutters, gutter flares, downdrains, spillways, aprons at the end of drainage structures, and other designated areas outside the travelled ways shall be increased not less than 1 percent by weight of the aggregate over the amount of bituminous material used in the bituminous mixture placed on the travelled way.

2. Submittal of a revised job-mix formula will not be necessary.

C. The bituminous mixture placed in island areas, sidewalks, dikes, gutters, gutter flares, ditches, downdrains, spillways, aprons at the end of drainage structures, and other designated areas outside the travelled way may be spread in 1 layer. The material shall be compacted to the required lines, grades, cross section, and density requirements for Category II pavements in accordance with Subsection 401.03.12, “Acceptance Sampling and Testing of Bituminous Material.”

D. Dikes shall be shaped and compacted with an extrusion machine or other equipment capable of shaping and compacting the material to the required correct grade and cross section.

METHOD OF MEASUREMENT

401.04.01 MEASUREMENT
A. The quantity of bituminous plantmix to be measured for payment shall be the number of tons used in the accepted work, and will be determined by weighing the completed mixture of aggregate, mineral filler if required, and bituminous material.
B. The quantity of shoulder dikes constructed of bituminous plantmix to be measured for payment shall be the number of linear feet and will be determined from measurement taken along the top of the completed dikes to the nearest 1-foot length.

C. All measurements will be made in accordance with Subsection 109.01, "Measurement of Quantities." Batch weights will not be permitted as a method of measurement unless the alternate provisions of Subsection 401.03.01.D.1, "Plant Scales," are met, in which case the cumulative weight of all the acceptable batches will be used for payment.

D. Due to possible variations in the specific gravity and voids of the payment, the tonnage used may vary from the proposal quantities and no adjustment in contract unit price will be made because of such variation.

BASIS OF PAYMENT

401.05.01 PAYMENT

A. All accepted work and materials measured as prescribed above will be paid for as provided in the representative sections for each type specified.

B. Full compensation for furnishing and applying bituminous material or asphaltic emulsion as provided for in Subsection 401.03.06, "Preparation of Existing Surface," including tack coat, and Subsection 401.03.14, "Joints," shall be considered as included in the contract price paid for the principal items involved and no further compensation will be allowed.

C. When bituminous plantmix, Type III, is used in the construction of island areas or dikes, and there is no separate payment for said mixture, this bituminous plantmix shall be included in the payment for plantmix bituminous surface of the major type shown in the list of bid items and the proposal.
SECTION 404
HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT

DESCRIPTION

404.01.01 GENERAL
A. This work shall consist of recycling a bituminous pavement in a central plant and re-laying the reprocessed bituminous mixture on a prepared surface in accordance with the line, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer.

B. Recycled hot plantmix bituminous pavement, conforming to the requirements specified herein, may be substituted at the Contractor's option for conventional base course or surface course mixtures (Section 303, "Plantmix Bituminous Base," and Section 402, "Plantmix Bituminous Surface"). Comply with Section 401, "Plantmix Bituminous Pavements - General," except as herein specified.

MATERIALS

404.02.01 COMPOSITION OF MIXTURES
A. The recycled bituminous plantmix shall be composed of a mixture of reclaimed bituminous pavements, additional virgin aggregate, mineral filler, if required, recycling agent, and/or additional bituminous material.

1. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resulting mixture meets the grading requirements of the job-mix formula.

2. Unless otherwise specified in the Special Provisions, the proportion of reclaimed bituminous pavement used in the mix shall not exceed 15 percent.

3. A greater percentage (more than 15 percent) of the reclaimed bituminous pavement material may be used in the recycling process if the Engineer determines that the resultant mixture satisfies the requirements specified for the mix design.

4. A new job-mix formula shall be established should there be a change in source of materials or a change in the percentage of reclaimed material used in the mix.

B. Before starting work, the Contractor shall submit a proposed job-mix formula in writing, for use by the Engineer in setting the job-mix formula to be used. The proposed job-mix formula shall be determined by a testing laboratory under the direction and control of a registered professional engineer, in accordance with Subsection 401.02.01, "Composition of Mixtures."

C. The formula submitted for the combined mix shall also indicate the recommended grade and amount of recycling agent and/or additional bituminous material to be used in the mix.

1. This shall be determined by recovering the asphalt cement from representative samples of the pavement to be recycled and testing the properties of the asphalt cement after adding various amounts of the recycling agent and/or additional bituminous material.

2. The test report shall show the curves for the following properties of the recycled asphalt cement after adding various amounts of recycling agent and/or bituminous material:
a. Penetration at 77 degrees F (before and after RTFC test).

b. Absolute Viscosity at 140 degrees F (before and after RTFC test).

D. The grade and amount of recycling agent and/or additional bituminous material to be used will be that which will produce paving grade asphalt cement conforming to Section 401, “Plantmix Bituminous Pavements – General” and Section 703, “Bituminous Materials.”

1. For Traffic Category I pavements, the combined bituminous materials shall meet all of the requirements of Section 401, “Plantmix Bituminous Pavements – General” and Section 703, “Bituminous Materials.”

2. For Traffic Category II pavements, the combined bituminous material shall meet all the requirements of Section 401, “Plantmix Bituminous Pavements – General” and Section 703, “Bituminous Materials.”

3. All properties specified for a paving grade asphalt cement shall be tested on the combined bituminous material, and the results shall be submitted with the proposed job-mix formula.

404.02.02 AGGREGATES

A. Reclaimed Bituminous Pavement Aggregate. The aggregate shall be the product of crushed, milled, or planed bituminous pavement.

B. Virgin Aggregates. Virgin aggregates shall meet the requirements of Section 705, "Aggregates for Bituminous Courses."

404.02.03 BITUMINOUS MATERIAL

A. The bituminous material shall be an asphalt cement and shall comply with Section 703, "Bituminous Materials."

B. The grade shall be determined by the job-mix formula.

404.02.04 RECYCLING AGENT

A. The recycling agent shall conform to the requirements in the following table.

B. The grade shall be determined by the job-mix formula.

### SPECIFICATIONS FOR HOT-MIX RECYCLING AGENT

<table>
<thead>
<tr>
<th>Test</th>
<th>ASTM Test Method</th>
<th>RA-5 (min)</th>
<th>RA-5 (max)</th>
<th>RA-25 (min)</th>
<th>RA-25 (max)</th>
<th>RA-75 (min)</th>
<th>RA-75 (max)</th>
<th>RA-250 (min)</th>
<th>RA-250 (max)</th>
<th>RA-500 (min)</th>
<th>RA-500 (max)</th>
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<tr>
<td>Viscosity @ (140°F), cSt</td>
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<td>200</td>
<td>800</td>
<td>1,000</td>
<td>4,000</td>
<td>5,000</td>
<td>10,000</td>
<td>15,000</td>
<td>35,000</td>
<td>40,000</td>
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<td>Flash Point COC, °F</td>
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<td>425</td>
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<td>450</td>
<td>--</td>
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<tr>
<td>Saturates, wt.%</td>
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<td>30</td>
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<tr>
<td>RTFC Oven Weight Change ±%</td>
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<td>3</td>
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</table>
SPECIFICATIONS FOR HOT-MIX RECYCLING AGENT

<table>
<thead>
<tr>
<th>TEST</th>
<th>ASTM Test Method</th>
<th>RA-5 min</th>
<th>RA-5 max</th>
<th>RA-25 min</th>
<th>RA-25 max</th>
<th>RA-75 min</th>
<th>RA-75 max</th>
<th>RA-250 min</th>
<th>RA-250 max</th>
<th>RA-500 min</th>
<th>RA-500 max</th>
</tr>
</thead>
</table>

1 The final acceptance of recycling agents meeting this specification is subject to the compliance of the reconstituted asphalt blends with current asphalt specifications.

2 The use of ASTM D1754 has not been studied in the context of this specification; however, it may be applicable. In cases of dispute, the reference method shall be ASTM D2872.

3 Viscosity Ratio = \( \frac{RTFC \text{ Viscosity at } 140^\circ F}{\text{Original Viscosity at } 140^\circ F} \) cSt

CONSTRUCTION

404.03.01 GENERAL

A. Construction shall conform to the Subsection 401.03.01, "Bituminous Mixing Plant," through Subsection 401.03.15, "Surface Tolerances," with the exceptions below.

404.03.02 BITUMINOUS MIXING PLANT

A. The plant shall comply with Subsection 401.03.01, "Bituminous Mixing Plant." In addition, the control and handling of the recycling agent shall be in a manner similar to that specified for the bituminous material.

B. If a batch plant is used, the plant shall be modified so that:
   1. Virgin aggregate can be superheated to a temperature required to produce a resultant mix temperature as specified in Subsection 401.02.01, "Composition of Mixtures," after adding the ambient temperature reclaimed bituminous pavement aggregate.
   2. Reclaimed aggregate shall be fed to the aggregate weigh hopper in a manner to ensure uniform proportioning.

C. If a drier drum plant is used, the plant shall be modified so that:
   1. Either the virgin aggregate can be superheated to a temperature required to produce the required resultant mix temperature, or the combination of reclaimed bituminous pavement aggregate and virgin aggregate can be heated to a temperature needed for a resultant mix temperature as specified in Subsection 401.02.01, "Composition of Mixtures."
   2. The reclaimed aggregate shall be introduced into the plant in such a manner to ensure uniform proportioning and to protect the material from direct contact with the burner flame.

D. Regardless of the type of bituminous mixing plant used, the air pollution requirements as set forth by the Clark County Air Pollution Control Division and state law shall apply to the manufacture of recycled bituminous pavement.

404.03.03 PREPARATION OF AGGREGATES

A. Virgin aggregates shall be prepared as specified in Subsection 401.03.08, "Preparation of Aggregates."
B. Reclaimed bituminous pavement aggregates shall be prepared so that 100 percent will pass a 1-1/2-inch sieve. The moisture content of the reclaimed bituminous pavement aggregate at the time of introduction into the mixer shall not exceed 3 percent as determined by Test Method ASTM D2216.

C. The stockpiling area for the reclaimed bituminous pavement aggregate shall be graded and compacted so a firm level base can be maintained at all times.
   1. Layer placing or alternate approved methods shall be used to prevent coning or segregation of component sizes.
   2. The stockpile will be limited to 10 feet in height and no equipment of any type will be allowed on top of the stockpile.
   3. The stockpile shall be maintained in a loose and uncompacted state.
   4. To prevent premature consolidation, reclaimed bituminous pavement aggregate shall not be stored in confined metal bins or hoppers unless slated for immediate processing.

D. Immediately prior to feeding the reclaimed bituminous pavement aggregate into the mixing plant, the material shall first pass through a grizzly with bars spaced 2 inches apart.

**METHOD OF MEASUREMENT**

**404.04.01 MEASUREMENT**

A. Hot plantmix recycled bituminous pavement shall be measured as specified in Subsection 401.04.01, "Measurement."

**BASIS OF PAYMENT**

**404.05.01 PAYMENT**

A. The accepted quantity of hot plantmix recycled bituminous pavement will be paid for at the contract unit price bid per ton, which shall include all asphalt cement and recycling agent.

B. The above price shall be full compensation for furnishing all the material, mixing, loading, hauling, placing, compacting, and incidentals necessary for doing the work involved in constructing hot plantmix recycled bituminous pavement as shown on the plans or established by the Engineer.

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

D. Partial payments for hot plantmix recycled bituminous pavement may be made as set forth under Subsection 109.06, "Partial Payment."

E. Payment will be made under:

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>PAY UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Plantmix Recycled Bituminous Pavement</td>
<td>Ton</td>
</tr>
</tbody>
</table>
SECTION 703

BITUMINOUS MATERIALS

SCOPE

703.01.01 MATERIALS COVERED
A. This specification covers the quality of asphalt cement, liquid asphalt, emulsified asphalt, cationic emulsion, anionic emulsion and rubber-asphalt crack sealant.

REQUIREMENTS

703.02.01 CONTRACTOR'S RESPONSIBILITY
A. Bituminous material failing the test requirements of this section, including tolerances, shall be subject to Subsection 109.02, "Scope of Payment."

703.02.02 MATERIAL SOURCE RESPONSIBILITY
A. Bituminous materials supplied under these specifications shall be provided from a source authorized by the Engineer and/or IQAC. The process for authorization may be obtained from the Contracting Agency's Public Works Construction Management Division.

703.02.03 SHIPPING NOTICE
A. Shipping notices shall be mailed upon making shipment and shall contain the following information:
   1. Consignee and destination,
   2. Agency contract number,
   3. Delivery point,
   4. Date shipped,
   5. Car initials or number of truck transport delivery ticket number,
   6. Type and grade of material,
   7. Quantity loaded,
   8. Loading temperature,
   9. Net quantity,
   10. Signature of shipper or authorized representative
B. When shipments of materials arrive on the project after normal working hours, the Contractor shall notify the Engineer sufficiently in advance to make arrangements for an inspector to be present when the material is sampled. All sampling by the Vendor or Contractor shall be performed or observed by an NAQTC certified technician.
C. Three copies of the shipping notice shall be mailed to the Contracting Agency.
703.03.01 REFINERY TEST REPORT

A. Refinery test reports shall be mailed to the Engineer as soon as tests have been completed, and the report shall contain the following data:

1. Date of shipment,
2. Car initials or number of truck transport delivery ticket number,
3. Destination and consignee,
4. Contracting Agency contract number (or purchase order number, if applicable),
5. Type and grade of material,
6. Certificate of grade (certify that material conforms to these specifications, and itemize results on tests performed and date of test),
7. Signature of refinery's authorized representative,

B. The certificate of compliance shall be used as a basis of permitting immediate use of the material on the job and shall represent conditional acceptance only. The certificate of compliance shall include a copy of the tests for that lot shipment.

703.03.02 ASPHALT CEMENTS

A. Asphalt cement shall be prepared by the distillation of crude petroleum. This asphalt shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. These specifications cover the following viscosity grades: AC-2.5, AC-5, AC-10, AC-20, AC-30, AC-40 and the Superpave Performance Grades (PG) for the Southern Nevada region as listed in Table 1, Table 2, Table 2A, and Table 2B.

<table>
<thead>
<tr>
<th>TABLE 1 - LOCATION OF BITUMINOUS GRADE USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
</tr>
<tr>
<td>Clark County Region below 5,000 feet elevation</td>
</tr>
<tr>
<td>Roads at and above 5,000 feet elevation</td>
</tr>
</tbody>
</table>

¹Only for use in Laughlin.
²Only for use in detours, PCCP underlayment, pedestrian and bike paths, or other locations as determined by the Engineer.

C. The various grades set forth above shall conform to the requirements and the methods of testing shown in Table 2, Table 2A, and Table 2B.

1. Performance grade material must have been prepared from crude petroleum product.
2. The asphalt cements shall be homogenous, free from water and shall not foam when heated to 347 degrees F.
3. Blending of asphalt cements to produce a specified performance grade shall result in a uniform, homogenous blend with no separation.
4. Modified binders shall be blended at the source of supply and delivered as a completed mixture to the job site.
5. It shall not be transported via railroad car.
6. Only elastomeric Styrene Butadiene Styrene (SBS), Styrene-Butadiene (SB), Styrene-Butadiene Rubber (SBR), and Styrene Ethylbutylene Styrene (SEBS) rubber shall be added to the base binder asphalt cement, to produce a binder that complies with specification requirements.

**703.03.03 LIQUID ASPHALTS**

A. Liquid asphalts shall consist of materials conforming to the following classifications:
   1. Rapid curing (RC) products: Paving asphalt with a penetration of approximately 85 to 100 fluxed or blended with a naphtha solvent.
   2. Medium curing (MC) products: Paving asphalt fluxed or blended with a kerosene solvent.
   3. Slow curing (SC) products: Natural crude oils or residual oils from crude asphaltic petroleum.

B. When tested in accordance with the standard methods of AASHTO and ASTM, the grades of liquid asphalt shall conform to the requirements specified in Table 2, Table 3, and Table 4.

**703.03.04 EMULSIFIED ASPHALT**

A. Emulsified asphalt for slurry seal shall conform to CQS-1h as specified in Table 6 when tested in accordance with AASHTO and ASTM.

**703.03.05 SLURRY SEAL**

A. The slurry seal and its components shall conform to the requirements of Table 7 when tested in accordance with AASHTO, ASTM, and ISSA procedures.

**703.03.06 MICROSURFACING**

A. The microsurfacing and its components shall conform to the requirements of Table 8 when tested in accordance with AASHTO, ASTM, and International Slurry Seal Association (ISSA) procedures.

**703.03.07 POLYMER MODIFIED EMULSION MEMBRANE**

A. This material shall consist of a polymer modified asphalt emulsion. Its role is to form a water impermeable seal at the existing pavement surface and to bond the new hot mix to the existing surface. The product shall be smooth and homogeneous and conform to the requirements in Table 10.

**703.03.08 POLYPHOSPHORIC ACID**

A. Use of Polyphosphoric Acid
   1. Polyphosphoric Acid for mix design cannot exceed 0.5%.
TABLE 2 - NEVADA TABLE 2 REQUIREMENTS
FOR ASPHALT CEMENT GRADED BY VISCOSITY AT 140°F
(Grading Based on Original Asphalt)

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>VISCOSITY GRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>AC-10</td>
</tr>
<tr>
<td>Viscosity at 140°F poise</td>
<td>T202</td>
<td>800 - 1,200</td>
</tr>
<tr>
<td>Viscosity at 275°F cSt, minimum</td>
<td>T201</td>
<td>250</td>
</tr>
<tr>
<td>Penetration at 77°F 100 g/5 seconds, minimum</td>
<td>T49</td>
<td>80</td>
</tr>
<tr>
<td>Flash point (C.O.C., °F minimum)</td>
<td>T48</td>
<td>425</td>
</tr>
<tr>
<td>Solubility in Trichloroethylene (percent, minimum)</td>
<td>T44</td>
<td>99</td>
</tr>
<tr>
<td>Ductility at 39°F 1 cm/min. cm minimum</td>
<td>T51</td>
<td>15</td>
</tr>
</tbody>
</table>

Tests on Residue From RTFO

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>PG 76-22CC Modified</th>
<th>PG 70-22CC Modified</th>
<th>PG 64-34CC Modified</th>
<th>PG 70-10 and PG 64-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss on heating, percent maximum</td>
<td>T240</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
</tr>
<tr>
<td>Viscosity at 140°F poise maximum</td>
<td>T202</td>
<td>4,000</td>
<td>8,000</td>
<td>12,000</td>
<td>16,000</td>
</tr>
</tbody>
</table>

TABLE 2A - PERFORMANCE GRADE FOR ORIGINAL MATERIALS

<table>
<thead>
<tr>
<th>Test</th>
<th>Test Method</th>
<th>PG 76-22CC Modified</th>
<th>PG 70-22CC Modified</th>
<th>PG 64-34CC Modified</th>
<th>PG 70-10 and PG 64-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flash Point Degrees (°C) - minimum</td>
<td>AASHTO T48</td>
<td></td>
<td></td>
<td></td>
<td>230</td>
</tr>
<tr>
<td>Viscosity (Brookfield) @135°C, Pa·s Maximum</td>
<td>ASTM D4402</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
</tr>
<tr>
<td>Dynamic Shear G*/sin α = minimum @ 10 rad/s at Grade Test Temp. °C</td>
<td>AASHTO T315</td>
<td>1.3</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td>Ductility at 4°C, 5 cm/min. cm - minimum</td>
<td>NDOT T746</td>
<td>20</td>
<td>N/A</td>
<td>30</td>
<td>N/A</td>
</tr>
<tr>
<td>#10 Sieve Test, Particulates retained</td>
<td>NDOT T730</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Solubility in Trichloroethylene, percent (%) - minimum</td>
<td>AASHTO T44</td>
<td></td>
<td></td>
<td></td>
<td>99</td>
</tr>
<tr>
<td>Polymer Content, % by mass minimum</td>
<td>(1)</td>
<td>3.0</td>
<td>1.0</td>
<td>3.0</td>
<td>N/A</td>
</tr>
<tr>
<td>Elastic Recovery, percent at 4°C (%) - minimum</td>
<td>AASHTO T 301</td>
<td>60</td>
<td>N/A</td>
<td>60</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(1) Certificates of compliance provided for the material shall certify that the minimum polymer content is present.
### TABLE 2B - PERFORMANCE GRADE FOR RTFO AND PAV CONDITIONING

<table>
<thead>
<tr>
<th>Test</th>
<th>Test Method</th>
<th>PG 76-22CC Modified</th>
<th>PG 70-22CC Modified</th>
<th>PG 64-34CC Modified</th>
<th>PG 70-10 and PG 64-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ductility at 4°C, 5cm/min. cm - minimum</td>
<td>NDOT T746</td>
<td>10</td>
<td>N/A</td>
<td>10</td>
<td>N/A</td>
</tr>
<tr>
<td>Mass Loss, Percent (%) - maximum</td>
<td>NDOT T728</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td>Dynamic Shear, G*/sin á = minimum kPa @ 10 rad/s at Test Temp. in °C</td>
<td>AASHTO T315</td>
<td>2.2</td>
<td>2.2</td>
<td>2.2</td>
<td>2.2</td>
</tr>
</tbody>
</table>

**Test On Residue After PAV**

<table>
<thead>
<tr>
<th>Test</th>
<th>Test Method</th>
<th>RC-70</th>
<th>RC-250</th>
<th>RC-800</th>
<th>RC-3000</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAV, Test Temp. in °C</td>
<td>AASHTO R28</td>
<td>110</td>
<td>110</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Dynamic Shear, G*/sin á = Max kPa @ 10 rad/s at Grade Test Temp. in °C</td>
<td>AASHTO T315</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>BBR - Creep Stiffness, S -MPa maximum @ 60 sec, at Grade Test Temp. in °C</td>
<td>AASHTO T313</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>BBR m-value = minimum @ 60s, at Grade Test Temp. in °C</td>
<td>AASHTO T313</td>
<td>0.300</td>
<td>0.300</td>
<td>0.300</td>
<td>0.300</td>
</tr>
</tbody>
</table>

### TABLE 3 - UNIFORM PACIFIC COAST SPECIFICATIONS FOR RAPID CURING (RC) LIQUID ASPHALTS

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>( \text{GRADES} )</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( \text{Min.} )</td>
<td>( \text{Max.} )</td>
<td>( \text{Min.} )</td>
</tr>
<tr>
<td>Kinematic Viscosity at 140°F cSt</td>
<td>--</td>
<td>D2170</td>
<td>70</td>
</tr>
<tr>
<td>Flash Point (Tag Open Cup), °F</td>
<td>T79</td>
<td>D1310</td>
<td>--</td>
</tr>
</tbody>
</table>

**Distillation**

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>( \text{GRADES} )</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( \text{Min.} )</td>
<td>( \text{Max.} )</td>
<td>( \text{Min.} )</td>
</tr>
<tr>
<td>Distillate percent of total distillate to 680°F</td>
<td>--</td>
<td>--</td>
<td>10</td>
</tr>
<tr>
<td>to 437°F</td>
<td>T78</td>
<td>D402</td>
<td>50</td>
</tr>
<tr>
<td>to 500°F</td>
<td>--</td>
<td>--</td>
<td>70</td>
</tr>
<tr>
<td>to 600°F</td>
<td>--</td>
<td>--</td>
<td>85</td>
</tr>
<tr>
<td>Residue from distillation to 680°F, volume percent by difference</td>
<td>--</td>
<td>--</td>
<td>55</td>
</tr>
</tbody>
</table>

**Test on Residue from Distillation**

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>( \text{GRADES} )</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( \text{Min.} )</td>
<td>( \text{Max.} )</td>
<td>( \text{Min.} )</td>
</tr>
<tr>
<td>Penetration, 77°F, 100g/5 seconds</td>
<td>T49</td>
<td>D5</td>
<td>80</td>
</tr>
<tr>
<td>Ductility, 77°F, cm*</td>
<td>T51</td>
<td>D113</td>
<td>100</td>
</tr>
<tr>
<td>Solubility in Trichloroethylene, %</td>
<td>T44</td>
<td>D2042</td>
<td>99.5</td>
</tr>
<tr>
<td>Water, %</td>
<td>T55</td>
<td>D95</td>
<td>--</td>
</tr>
</tbody>
</table>

**GENERAL REQUIREMENT:** The material shall not foam when heated to application temperature recommended by the Asphalt Institute.

* If ductility is less than 100, material will be accepted if ductility at 60°F is 100 minimum at a pull rate of 5 cm/min.
TABLE 4 - UNIFORM PACIFIC COAST SPECIFICATIONS FOR MEDIUM CURING (MC) LIQUID ASPHALTS

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>GRADES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinematic Viscosity at 140°F cSt</td>
<td>T201</td>
<td>D2170</td>
<td></td>
<td>MC-70 Min.</td>
<td>70</td>
<td>140</td>
<td>250</td>
<td>500</td>
</tr>
<tr>
<td>Flash Point (Tag Open Cup), °F</td>
<td>T79</td>
<td>D1310</td>
<td></td>
<td>MC-250 Max.</td>
<td>--</td>
<td>150</td>
<td>--</td>
<td>150</td>
</tr>
</tbody>
</table>

**Distillation**

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>GRADES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Distillate percent of total distillate</td>
<td>--</td>
<td>--</td>
<td>MC-70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 680°F</td>
<td>--</td>
<td>--</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 437°F</td>
<td>--</td>
<td>--</td>
<td>MC-250</td>
<td></td>
<td>20</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>to 500°F</td>
<td>T78</td>
<td>T201</td>
<td></td>
<td></td>
<td>60</td>
<td>15</td>
<td>55</td>
<td>80</td>
</tr>
<tr>
<td>to 600°F</td>
<td>T78</td>
<td>D402</td>
<td></td>
<td></td>
<td>65</td>
<td>90</td>
<td>60</td>
<td>87</td>
</tr>
<tr>
<td>Residue from distillation to 680°F,</td>
<td>--</td>
<td>--</td>
<td>MC-800</td>
<td></td>
<td>55</td>
<td>67</td>
<td>75</td>
<td>80</td>
</tr>
<tr>
<td>volume percent by difference</td>
<td>--</td>
<td>--</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Test on Residue from Distillation**

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>GRADES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Penetration, 77°F, 100g/5 seconds</td>
<td>T49</td>
<td>D5</td>
<td></td>
<td>SC-70 Min.</td>
<td>120</td>
<td>250</td>
<td>120</td>
<td>250</td>
</tr>
<tr>
<td>Ductility, 77°F, cm*</td>
<td>T51</td>
<td>T113</td>
<td></td>
<td>SC-250 Max.</td>
<td>--</td>
<td>100</td>
<td>--</td>
<td>100</td>
</tr>
<tr>
<td>Solubility in Trichloroethylene, %</td>
<td>T44</td>
<td>T2042</td>
<td></td>
<td>SC-800 Min.</td>
<td>99.5</td>
<td>--</td>
<td>99.5</td>
<td>--</td>
</tr>
<tr>
<td>Water, %</td>
<td>T55</td>
<td>D95</td>
<td></td>
<td>SC-3000 Max.</td>
<td>--</td>
<td>0.2</td>
<td>--</td>
<td>20</td>
</tr>
</tbody>
</table>

**GENERAL REQUIREMENT:** The material shall not foam when heated to application temperature recommended by the Asphalt Institute.

* If penetration of residue is more than 200 and ductility at 77°F is less than 100, material will be accepted if ductility at 60°F is 100+

---

TABLE 5 - UNIFORM PACIFIC COAST SPECIFICATIONS FOR SLOW CURING (SC) LIQUID ASPHALTS

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>GRADES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinematic Viscosity at 140°F cSt</td>
<td>T201</td>
<td>D2170</td>
<td></td>
<td>SC-70 Min.</td>
<td>70</td>
<td>140</td>
<td>250</td>
<td>500</td>
</tr>
<tr>
<td>Flash Point (Tag Open Cup), °F*</td>
<td>T48</td>
<td>D1310</td>
<td></td>
<td>SC-250 Max.</td>
<td>--</td>
<td>175</td>
<td>--</td>
<td>200</td>
</tr>
</tbody>
</table>

**Distillation**

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>GRADES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Distillate to 680°F, % by volume</td>
<td>T78</td>
<td>T201</td>
<td></td>
<td>SC-70 Min.</td>
<td>10</td>
<td>30</td>
<td>4</td>
<td>20</td>
</tr>
</tbody>
</table>

**Tests on Residue From Distillation**

<table>
<thead>
<tr>
<th>Test</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>GRADES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinematic Viscosity of Distillation Residue at 140°F, stokes</td>
<td>T201</td>
<td>D2170</td>
<td></td>
<td>SC-70 Min.</td>
<td>4</td>
<td>70</td>
<td>8</td>
<td>85</td>
</tr>
<tr>
<td>Ductility at 77°F, 5cm/min., cm</td>
<td>T51</td>
<td>T113</td>
<td></td>
<td>SC-250 Max.</td>
<td>--</td>
<td>100</td>
<td>--</td>
<td>100</td>
</tr>
<tr>
<td>Solubility in Trichloroethylene, %</td>
<td>T44</td>
<td>T2042</td>
<td></td>
<td>SC-800 Min.</td>
<td>99.5</td>
<td>--</td>
<td>99.5</td>
<td>--</td>
</tr>
<tr>
<td>Water, %</td>
<td>T55</td>
<td>D95</td>
<td></td>
<td>SC-3000 Max.</td>
<td>--</td>
<td>0.5</td>
<td>--</td>
<td>0.5</td>
</tr>
</tbody>
</table>

* Flash point by Cleveland Open Cup may be used for products having a flash point greater than 175°F
### TABLE 6 - UNIFORM PACIFIC COAST SPECIFICATIONS FOR ANIONIC EMULSIFIED ASPHALTS

<table>
<thead>
<tr>
<th>Test on Emulsions</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>Rapid Setting</th>
<th>Slow Setting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>RS-1</td>
<td>RS-2</td>
</tr>
<tr>
<td>Viscosity SSF @ 77°F, sec.</td>
<td>T72</td>
<td>D88</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>Viscosity SSF @ 122°F, sec.</td>
<td>T72</td>
<td>D88</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Settlement, 5 days, %</td>
<td>T59</td>
<td>D244</td>
<td>5</td>
<td>--</td>
</tr>
<tr>
<td>Storage Stability, 1 day, %</td>
<td>T59</td>
<td>D244</td>
<td>--</td>
<td>1</td>
</tr>
<tr>
<td>Demulsibility, 35ml .02N, Calcium Chloride. %</td>
<td>T59</td>
<td>D244</td>
<td>60</td>
<td>--</td>
</tr>
<tr>
<td>Cement Mixing Test, %</td>
<td>T59</td>
<td>D244</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Sieve Test, %</td>
<td>D59</td>
<td>D244</td>
<td>0.10</td>
<td>--</td>
</tr>
<tr>
<td>Residue by distillation, %</td>
<td>T59</td>
<td>D244</td>
<td>55</td>
<td>--</td>
</tr>
</tbody>
</table>

1 The test requirement for settlement may be waived when the emulsified asphalt is used in less than 5 days' time, or the purchaser may require that the settlement test be run from the time the sample is received until it is used, if the elapsed time is less than 5 days.

2 The 24-hour 1-day storage stability test may be used instead of the 5-day settlement test.

3 The demulsibility test shall be made within 30 days from the date of shipment.

4 A harder base asphalt meeting current paving asphalt specifications may be specified with the provision that the test requirements on the Residue from Distillation be waived.

### TABLE 7 - UNIFORM PACIFIC COAST SPECIFICATIONS FOR CATIONIC EMULSIFIED ASPHALTS

<table>
<thead>
<tr>
<th>Test on Residue from Distillation Test</th>
<th>AASHTO Test Method</th>
<th>ASTM Test Method</th>
<th>Rapid Setting</th>
<th>Medium Setting</th>
<th>Slow Setting</th>
<th>Quick Setting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>CRS-1</td>
<td>CRS-2</td>
<td>CMS-2S</td>
<td>CMS-2</td>
</tr>
<tr>
<td>Penetration @ 77°F, 100g, 5sec.</td>
<td>T49</td>
<td>D5</td>
<td>100</td>
<td>200</td>
<td>100</td>
<td>200</td>
</tr>
<tr>
<td>Ductility @ 77°F, 5m/min., cm</td>
<td>T51</td>
<td>D113</td>
<td>40</td>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>Solubility in Trichloroethylene, %</td>
<td>T44</td>
<td>D2042</td>
<td>97.5</td>
<td>--</td>
<td>97.5</td>
<td>--</td>
</tr>
</tbody>
</table>

1 The test requirement for settlement may be waived when the emulsified asphalt is used in less than 5 days' time, or the purchaser may require that the settlement test be run from the time the sample is received until it is used, if the elapsed time is less than 5 days.

2 The 24-hour 1-day storage stability test may be used instead of the 5-day settlement test.

3 The demulsibility test shall be made within 30 days from the date of shipment.

4 A harder base asphalt meeting current paving asphalt specifications may be specified with the provision that the test requirements on the Residue from Distillation be waived.
<table>
<thead>
<tr>
<th>Test on Residue from Distillate Test 4</th>
<th>Penetration, 77°F, 100g, 5sec.</th>
<th>Ductility, 77°F, 5cm/min., cm</th>
<th>Solubility in Trichloroethylene, %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oil Distillate by volume of emulsion, %</td>
<td>T59 D244 3 0.10 40 97.5 2042</td>
<td>T51 D113 40 40 40 97.5 2042</td>
<td>T44 D2042 2042 97.5 2042</td>
</tr>
</tbody>
</table>

1. The test requirement for settlement may be waived when the emulsified asphalt is used in less than 5 days' time, or the purchaser may require that the settlement test be run from the time the sample is received until it is used, if the elapsed time is less than 5 days.
2. The 24-hour 1-day storage stability test may be used instead of the 5-day settlement test.
3. The demulsibility test shall be made within 30 days from the date of shipment.
4. A harder base asphalt meeting current paving asphalt specifications may be specified with the provision that the test requirements on the Residue from Distillation be waived.
5. Must meet a PH requirement of 6.7 maximum (ASTM E70) if the Particle Charge Test result is inconclusive.
6. Does not apply to polymer modified emulsion.

### TABLE 8 SPECIFICATION FOR SLURRY SEAL MIX

<table>
<thead>
<tr>
<th>TEST ON MIXTURE</th>
<th>TEST METHOD</th>
<th>REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residual Asphalt, % of dry wt. of aggregate</td>
<td>--</td>
<td>7.5 - 13.5</td>
</tr>
<tr>
<td>Consistency, flow</td>
<td>ASTM D3910/ISSA T106</td>
<td>2 - 3 cm</td>
</tr>
<tr>
<td>Wet Cohesion, 30-minute set</td>
<td>ISSA T139</td>
<td>12 - 13 kg/cm</td>
</tr>
<tr>
<td>Wet Cohesion, 60-minute set</td>
<td>ISSA T139</td>
<td>20 - 21 kg/cm</td>
</tr>
<tr>
<td>Set Time, 30 minutes</td>
<td>ASTM D3910</td>
<td>Negative</td>
</tr>
<tr>
<td>Excess Asphalt by LWT and Sand Adhesion</td>
<td>ASTM T109</td>
<td>50 g/ft² max.</td>
</tr>
<tr>
<td>Wet Stripping, % coating</td>
<td>ASTM T114</td>
<td>90 min.</td>
</tr>
<tr>
<td>Wet track Abrasion (6-day soak)</td>
<td>ASTM D3910/ISSA T100</td>
<td>75 g/ft² max.</td>
</tr>
<tr>
<td>Wet track Abrasion (1-hour soak)</td>
<td>ASTM D3910/ISSA T100</td>
<td>75 g/ft² max.</td>
</tr>
<tr>
<td>System Compatibility</td>
<td>ISSA T115</td>
<td>Pass</td>
</tr>
<tr>
<td>Mix time @ 77°F</td>
<td>ASTM D3910/ISSA T113</td>
<td>Controllable to 180 sec. minimum</td>
</tr>
</tbody>
</table>
### TABLE 9 SPECIFICATION FOR MICRO-SURFACING MIX

<table>
<thead>
<tr>
<th>TEST ON MIXTURE</th>
<th>TEST METHOD</th>
<th>REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residual Asphalt, % of dry wt. of aggregate</td>
<td>--</td>
<td>5.5 - 9.5</td>
</tr>
<tr>
<td>Wet Cohesion, 30-minute set</td>
<td>ISSA T139</td>
<td>12 kg/cm</td>
</tr>
<tr>
<td>Wet Cohesion, 60-minute set</td>
<td>ISSA T139</td>
<td>20 kg/cm</td>
</tr>
<tr>
<td>Excess Asphalt by LWT and Sand Adhesion</td>
<td>ISSA T109</td>
<td>50 g/ft² max.</td>
</tr>
<tr>
<td>Wet Stripping, % coating</td>
<td>ISSA T114</td>
<td>90 min.</td>
</tr>
<tr>
<td>Wet track Abrasion (6-day soak)</td>
<td>ASTM D3910/ISSA T100</td>
<td>75 g/ft² max.</td>
</tr>
<tr>
<td>Wet track Abrasion (1-hour soak)</td>
<td>ASTM D3910/ISSA T100</td>
<td>50 g/ft² max.</td>
</tr>
<tr>
<td>Mix time @ 77°F</td>
<td>ASTM D3910/ISSA T113</td>
<td>Controllable to 120 sec minimum</td>
</tr>
<tr>
<td>Mix time @ 104°F</td>
<td>ASTM D3910/ISSA T113</td>
<td>Controllable to 120 sec minimum</td>
</tr>
<tr>
<td>Lateral Displacement</td>
<td>ISSA T147</td>
<td>5% max.</td>
</tr>
<tr>
<td>Classification Compatibility</td>
<td>ISSA T144</td>
<td>(AAA, BAA) 11 grade points minimum</td>
</tr>
</tbody>
</table>

### Table 10 - SPECIFICATION FOR POLYMER MODIFIED EMULSION MEMBRANE

<table>
<thead>
<tr>
<th>TEST ON EMULSION</th>
<th>Method</th>
<th>Min.</th>
<th>Max.</th>
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</thead>
<tbody>
<tr>
<td>Viscosity @ 77°F, SSF</td>
<td>ASTM D88</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>Sieve Test, %</td>
<td>AASHTO T59</td>
<td>--</td>
<td>0.05</td>
</tr>
<tr>
<td>24-Hour Storage Stability, % ¹</td>
<td>AASHTO T59</td>
<td>--</td>
<td>1</td>
</tr>
<tr>
<td>Residue from Distillation @ 400°F, %</td>
<td>AASHTO T59</td>
<td>63</td>
<td>--</td>
</tr>
<tr>
<td>Oil portion from distillation ml of oil per 100 g emulsion ²</td>
<td>AASHTO T59</td>
<td>63</td>
<td>--</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TEST ON RESIDUE FROM DISTILLATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solubility in TCE, % ³</td>
</tr>
<tr>
<td>Elastic Recovery @ 50°F, % ⁴</td>
</tr>
<tr>
<td>Penetration @ 77°F, 100 g, 5 sec, dmm</td>
</tr>
</tbody>
</table>

¹ After standing undisturbed for 24 hours, the surface shall show no white, milky colored substance, but shall be a smooth homogeneous color throughout.

² ASTM D244 with modifications to include a 400°F ± 10°F maximum temperature to be held for a period of 15 minutes. Alternatively, ASTM D244 (Sections 21-27) Residue by Evaporation may be utilized as a surrogate procedure. However, Residue by Distillation is preferred and shall be used as the reference procedure.


⁴ ASTM D5976, "Standard Specification for Type I Polymer Modified Asphalt Cement for Use in Pavement Construction," Section 6.2 with exception that the elongation is 20 cm and the test temperature is 50°F.
AGENDA ITEM

SUBJECT: STANDARD SPECIFICATIONS AND DRAWINGS

PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE REVISIONS TO UNIFORM STANDARD DRAWINGS WITH RESPECT TO CURRENT ACCESSIBILITY BEST PRACTICES WITHIN THE RIGHT-OF-WAY (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:
Undetermined

BACKGROUND:
Kimley-Horn and Associates (Kimley-Horn) recently completed an audit of the regional standard drawings to determine the extent to which they reflect and adhere to current accessibility law and guidelines. The Americans with Disabilities Act (ADA) and the proposed Public Right-Of-Way Accessibility Guidelines (PROWAG) both give direction and guidance on how to provide safe and effective infrastructure for all road users regardless of physical or mental capabilities. The drawing revisions suggested by Kimley-Horn, based on the audit, were presented in the form of redlined drawings at the March 19, 2019, Operations Subcommittee meeting, and members were asked to provide comments on the suggested revisions. Following review of the comments, Regional Transportation Commission of Southern Nevada staff refined Kimley-Horn’s redlines. Staff prepared a set of drawings depicting the proposed revisions for the Operations Subcommittee to consider sending to industry review and the Specifications Subcommittee. At its meeting on March 11, 2020, the Specifications Subcommittee voted to send the proposed revisions to the Executive Advisory Committee.

The proposed revisions to this set of drawings are recommended for approval.

Respectfully submitted,

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

RTC Item #9
May 21, 2020
EAC Item #7
April 30, 2020
Consent
FOR ALLEY CONSTRUCTION SEE STANDARD DRAWING NO. 227

STREET

SIDEWALK

PROPERTY LINE

UTILITY EASEMENT SEE NOTE 3

ALLEY

6' MIN.

UTILITY FEATURE SEE NOTE 4

CURB

GUTTER

6' MIN.

"12' MIN.-CLARK COUNTY

W = WIDTH OF DRIVEWAY = 12' MIN.
16' MAX. FOR 1 OR 2 CAR GARAGE, OR
28' MAX. FOR 3+ GARAGE

NOTES
1. ALL RESIDENTIAL PROPERTIES MAY HAVE ONLY ONE CURB CUT EXCEPT CIRCULAR DRIVEWAYS AS SHOWN.
2. LOCAL ORDINANCES MAY APPLY AND SHALL HAVE PREFERENCE.
3. NO DRIVEWAY SHALL BE LOCATED WHOLLY OR PARTIALLY, ON OR OVER A UTILITY EASEMENT WHICH RUNS PERPENDICULAR TO THE CURB LINE.
4. NO DRIVEWAY SHALL BE LOCATED WITHIN 6 FEET OF A LIGHT POLE (UNLESS ACCEPTED BY THE ENTITY TRAFFIC ENGINEER), FIRE HYDRANT, MAIL BOX, ABOVE-GROUND ELECTRICAL TRANSFER BOX, BLOCK WALL HIGHER THAN 2 FEET, OR THE CURB RETURN AT A STREET INTERSECTION OR ALLEY.
5. COMMON DRIVEWAY CONSTRUCTION MAY BE PERMITTED AT ANY TWO RESIDENTIAL PROPERTIES OF 60 FEET IN WIDTH OR LESS. THE WIDTH OF THE JOINT DRIVEWAY SHALL BE A MAXIMUM OF 24 FEET. A JOINT DRIVEWAY AGREEMENT SHALL BE REQUIRED. (EXCEPT CLARK COUNTY)
6. GEOMETRICS APPLY TO NEW CONSTRUCTION ONLY, AND MAY VARY IN EXISTING SUBDIVISIONS SUBJECT TO APPROVAL OF THE ENGINEER.
7. MULTI-FAMILY RESIDENTIAL AND ALL NON-RESIDENTIAL DRIVEWAYS SHALL CONFORM TO THE COMMERCIAL DRIVEWAY STANDARDS.
8. ALL DRIVEWAY LOCATIONS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE ENGINEER.
9. FOR CURB DEPRESSION AND DRIVEWAY APRON DETAIL, SEE STD. DWG. NO. 223.

<table>
<thead>
<tr>
<th>SPECIFICATION REFERENCE</th>
<th>UNIFORM STANDARD DRAWINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CLARK COUNTY AREA</td>
</tr>
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</table>

RESIDENTIAL DRIVEWAY GEOMETRICS

AGENCY APPROVED | DATE 05-21-20 | DWG. NO. 222

B (C) H L M (N) R
1. COMMERCIAL AND MULTI-FAMILY DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING NUMBERS 224, 225, 228, 235 AND 235.1.

2. LOCAL ORDINANCES AND POLICIES MAY APPLY AND SHALL HAVE PRECEDENCE. SEE NDOT ACCESS MANAGEMENT SYSTEM AND STANDARDS FOR STATE ROADWAYS.

3. THE TOTAL WIDTH "W" OF DRIVEWAY CURB OPENINGS SHALL NOT EXCEED 65% OF FRONT FOOTAGE.

4. NO DRIVEWAY SHALL BE LOCATED WITHIN 6 FEET OF A LIGHT POLE (UNLESS APPROVED BY THE ENTITY TRAFFIC ENGINEER), FIRE HYDRANT, MAIL BOX, ABOVE-GROUND ELECTRICAL TRANSFER BOX, OR BLOCK WALL HIGHER THAN 2 FEET.

5. THE CENTERLINES OF THE DRIVEWAYS ON OPPOSITE SIDES OF THE STREET AT A MEDIAN OPENING SHOULD BE WITHIN 10' FROM EACH OTHER AT THE MEDIAN OPENING.

6. GEOMETRICS APPLY TO NEW CONSTRUCTION ONLY, AND EXCEPTIONS MAY BE GRANTED BY THE APPROVAL OF THE AGENCY TRAFFIC ENGINEER BASED ON SITE CONSTRAINTS.

7. SIDEWALKS SHALL BE PROVIDED ADJACENT TO DRIVEWAYS TO THE P.C. OF THE ONSITE CURB RETURN, MINIMUM, OR AT AN ALTERNATE LOCATION.

8. WHEN A PROPERTY LINE FALLS IN A MEDIAN OPENING A JOINT DRIVEWAY AGREEMENT SHALL BE REQUIRED OR NO DRIVEWAY WILL BE ALLOWED.

9. WHERE A PEDESTRIAN ACCESS ROUTE CROSSES A DRIVEWAY, THE PEDESTRIAN ACCESS ROUTE ACROSS THE DRIVEWAY SHALL HAVE A CROSS SLOPE NO GREATER THAN 2%, REGARDLESS OF CONSTRUCTION TOLERANCES.

SPECIFICATION REFERENCE

| AGENCY APPROVED | B | C | H | L | M | N | R |
|--|--|--|--|--|--|--|

UNIFORM STANDARD DRAWINGS
CLARK COUNTY AREA

COMMERCIAL AND MULTI-FAMILY DRIVEWAY GEOMETRICS

DATE 05-21-20  DWG. NO. 222.1  SHEET 1 OF 2
DIMENSIONS

J. THROAT DEPTH FOR SECURITY GATE
50’ MINIMUM FOR 1 TO 49 HOMES OR APT. UNITS TO VISITOR CALL BOX.
100’ MINIMUM FOR 50 TO 100 HOMES OR APT. UNITS TO VISITOR CALL BOX.
GREATER THAN 100 HOMES OR APT. UNITS REQUIRE TRAFFIC STUDY

DIMENSIONS FOR SECURITY GATE
CONTROLLED DRIVEWAY DETAIL

<table>
<thead>
<tr>
<th>D. ISLAND : LENGTH</th>
<th>WIDTH</th>
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<tbody>
<tr>
<td>20’ MINIMUM</td>
<td>4’ MINIMUM</td>
</tr>
<tr>
<td>G. 15’ MINIMUM</td>
<td></td>
</tr>
<tr>
<td>E. 48’ MINIMUM</td>
<td></td>
</tr>
<tr>
<td>H. 8’ MINIMUM &amp; 15’ MAXIMUM</td>
<td></td>
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</tbody>
</table>

DETAIL FOR SECURITY GATE
CONTROLLED DRIVEWAYS

LOOP DETECTOR
CALL BOX
NOTES:
1. WHEN CONSTRUCTING DRIVEWAY WHERE CURB AND GUTTER EXISTS, COMPLETELY REMOVE INTERFERING PORTIONS OF EXISTING CURB AND GUTTER. DRIVEWAYS MAY BE MONOLITHIC TO A.C. LINE.
2. WEAKENED PLANE JOINTS SHALL BE UNIFORMLY PLACED BETWEEN 5' AND 7' INTERVALS, SEE STANDARD DRAWING 234.
3. WHERE A PEDESTRIAN ACCESS ROUTE CROSSES A DRIVEWAY, THE PEDESTRIAN ACCESS ROUTE ACROSS THE DRIVEWAY SHALL HAVE A CROSS SLOPE NO GREATER THAN 2%, REGARDLESS OF CONSTRUCTION TOLERANCES.
4. MINIMUM SIDEWALK WIDTH OF 4' ALLOWED IN CLARK COUNTY ONLY. WHERE THE CLEAR WIDTH OF A PEDESTRIAN ACCESS ROUTE IS LESS THAN 5', PASSING SPACES OF 5' MINIMUM BY 5' MINIMUM SHALL BE PROVIDED AT INTERVALS OF 200' MAXIMUM.
1. WHEN CONSTRUCTING DRIVEWAY WHERE CURB AND GUTTER EXISTS, COMPLETELY REMOVE INTERFERING PORTIONS OF EXISTING CURB AND GUTTER. DRIVEWAYS MAY BE MONOLITHIC TO A.C. LINE.

2. WEAKENED PLANE JOINTS SHALL BE UNIFORMLY PLACED BETWEEN 5' AND 7' INTERVALS, SEE STANDARD DRAWING NO. 234.

3. STANDARD DRAWING 223.1 SHALL NOT BE ALLOWED WHEN SIDEWALK IS ATTACHED TO CURB.

4. THE "DUSTPAN" DRIVEWAY CANNOT BE A PART OF THE PEDESTRIAN ACCESS ROUTE SINCE THE DEPRESSED AREA IS NOT COMPLIANT WITH ADAAG.

### Notes:
- **1.** WHEN CONSTRUCTING DRIVEWAY WHERE CURB AND GUTTER EXISTS, COMPLETELY REMOVE INTERFERING PORTIONS OF EXISTING CURB AND GUTTER. DRIVEWAYS MAY BE MONOLITHIC TO A.C. LINE.
- **2.** WEAKENED PLANE JOINTS SHALL BE UNIFORMLY PLACED BETWEEN 5' AND 7' INTERVALS, SEE STANDARD DRAWING NO. 234.
- **3.** STANDARD DRAWING 223.1 SHALL NOT BE ALLOWED WHEN SIDEWALK IS ATTACHED TO CURB.
- **4.** THE "DUSTPAN" DRIVEWAY CANNOT BE A PART OF THE PEDESTRIAN ACCESS ROUTE SINCE THE DEPRESSED AREA IS NOT COMPLIANT WITH ADAAG.
DRIVEWAY WIDTH VARIES

PLAN VIEW

SECTION A-A

NOTES

1. NO. 4 BARS AT 16" O.C. BOTH WAYS EXTENDING INTO GUTTER. NO. 4 BARS SHALL BE PLACED 3" ABOVE BOTTOM OF CONCRETE SUPPORTED BY NON-FERROUS CHAIRS APPROVED BY THE ENGINEER.

2. WHEN CONSTRUCTING DRIVEWAY WHERE CURB AND GUTTER EXISTS, COMPLETELY REMOVE INTERFERING PORTIONS OF EXISTING CURB AND GUTTER. DRIVEWAY SHALL BE MONOLITHIC TO A.C. LINE.

3. DRIVEWAY THICKNESS FOR INDUSTRIAL USE SHALL BE 8" MIN.

4. WEAKENED PLANE JOINTS SHALL BE EQUALLY SPACED AT 15' MAX. INTERVALS, SEE STANDARD DRAWING NO. 234.

5. NO UTILITY BOXES AND COVERS ADJACENT TO R-TYPE CURB SHALL BE ALLOWED AT DRIVEWAY LOCATIONS.

6. PEDESTRIAN ACCESS ROUTE SHALL HAVE A CROSS SLOPE NO GREATER THAN 2%, REGARDLESS OF CONSTRUCTION TOLERANCES.

SPECIFICATION REFERENCE

<table>
<thead>
<tr>
<th>AGENCY APPROVED</th>
<th>B</th>
<th>C</th>
<th>H</th>
<th>L</th>
<th>M</th>
<th>N</th>
<th>R</th>
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</thead>
<tbody>
<tr>
<td>302 AGGREGATE BASE</td>
<td></td>
<td></td>
<td></td>
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<td>501 CONCRETE</td>
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<tr>
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<td></td>
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</tr>
<tr>
<td>505 REINFORCING STEEL</td>
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<td>707 JOINT MATERIAL</td>
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UNIFORM STANDARD DRAWINGS
CLARK COUNTY AREA

COMMERCIAL AND INDUSTRIAL DRIVEWAY (OPTION A)

DATE 05-21-20 DWG. NO. 224
NOTES
1. SEPARATION OF PEDESTRIAN AND VEHICLE TRAFFIC MUST BE MAINTAINED ON SITE.
2. FOR GRADE CHANGES GREATER THAN 3%, VERTICAL CURVES OF AT LEAST 10 FEET MUST BE USED.
3. CURB RAMPS SHALL BE CONSTRUCTED IN THE CURB RETURN IN ACCORDANCE WITH STANDARD DRAWING NO. 235.
4. WHERE A PEDESTRIAN ACCESS ROUTE CROSSES A DRIVEWAY, THE PEDESTRIAN ACCESS ROUTE ACROSS THE DRIVEWAY SHALL HAVE A CROSS SLOPE NO GREATER THAN 2%, REGARDLESS OF CONSTRUCTION TOLERANCES.

SPECIFICATION REFERENCE
UNIFORM STANDARD DRAWINGS
CLARK COUNTY AREA

COMMERCIAL AND INDUSTRIAL DRIVEWAY (OPTION B)

DATE 05-21-20  DWG. NO. 225
1. NO. 4 BARS AT 16" O.C. BOTH WAYS EXTENDING INTO GUTTER. NO. 4 BARS SHALL BE PLACED 3" ABOVE BOTTOM OF CONCRETE SUPPORTED BY NON-FERROUS CHAIRS APPROVED BY THE ENGINEER.

2. WHEN CONSTRUCTING DRIVEWAY WHERE CURB AND GUTTER EXISTS, COMPLETELY REMOVE INTERFERING PORTIONS OF EXISTING CURB AND GUTTER. DRIVEWAY SHALL BE MONOLITHIC TO A.C. LINE.

3. DRIVEWAY THICKNESS FOR INDUSTRIAL USE SHALL BE 8" MIN.

4. WEAKENED PLANE JOINTS SHALL BE EQUALLY SPACED AT 15' MAX. INTERVALS.

5. THIS DRIVEWAY DESIGN SHALL ALSO BE USED FOR ALLEY INTERSECTIONS, 8" MIN. THICKNESS.

6. SPECIAL DESIGNS SUBJECT TO APPROVAL OF THE ENGINEER.
SECTION A-A

NOTES:

1. FINISHED ASPHALT CONCRETE SURFACE TO BE FLUSH WITH CROSS GUTTER LIP.
2. ADJACENT SPANDREL SHALL BE 6" THICK P.C.C.

SPECIFICATION REFERENCE

<table>
<thead>
<tr>
<th>REFERENCE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>302</td>
<td>AGGREGATE BASE</td>
</tr>
<tr>
<td>501</td>
<td>CONCRETE</td>
</tr>
<tr>
<td>502</td>
<td>CONCRETE STRUCTURES</td>
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<td>505</td>
<td>REINFORCING STEEL</td>
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<tr>
<td>707</td>
<td>EXPANSION JOINT MATERIAL</td>
</tr>
<tr>
<td>TT-S-00153ACLASS A SEALANT</td>
<td></td>
</tr>
</tbody>
</table>

AGENCY APPROVED

H

UNIFORM STANDARD DRAWINGS
CLARK COUNTY AREA

SUPPLEMENTAL DRAWING
LIGHT DUTY COMMERCIAL DRIVEWAY

(OFFICES, CHURCHES, SCHOOLS, RESTAURANTS, ETC.)

DATE 12-14-00  DWG. NO. 226.S2
NOTES:

1. FINISHED ASPHALT CONCRETE SURFACE TO BE FLUSH WITH CROSS GUTTER LIP.
2. ADJACENT SPANDREL SHALL BE 9" THICK P.C.C.
NOTES
1. NO. 4 BARS AT 16" O.C. BOTH WAYS CONTINUOUS THROUGH GUTTER. NO. 4 BARS SHALL BE PLACED 3" ABOVE BOTTOM OF CONCRETE.
2. WHEN CONSTRUCTING DRIVEWAY WHERE CURB AND GUTTER EXISTS, COMPLETELY REMOVE INTERFERING PORTIONS OF EXISTING CURB AND GUTTER. DRIVEWAY SHALL BE MONOLITHIC TO A.C. LINE.
3. DRIVEWAY THICKNESS SHALL BE 8" MIN.
4. PEDESTRIAN ACCESS ROUTES SHALL HAVE A CROSS SLOPE NO GREATER THAN 2%, REGARDLESS OF CONSTRUCTION TOLERANCES.
5. THE RUNNING SLOPE AND LENGTH OF TRANSITION WITHIN THE PEDESTRIAN ACCESS ROUTE SHALL BE MAXIMUM DIMENSIONS, REGARDLESS OF CONSTRUCTION TOLERANCES.
## Agenda Item

**Subject:** FAST Network Upgrades  
**Petitioner:** M.J. Maynard, 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 144AH-FT12; FAST Network Upgrades (for possible action)

**Goal:** Maintain and improve transportation system infrastructure

#### Fiscal Impact:

Fiscal Impact: Fuel Revenue Indexing Extension Funds - $2,000,000.00

<table>
<thead>
<tr>
<th>Category</th>
<th>RTC Funds</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>Current Request</td>
<td>Previous Request</td>
<td>Total RTC</td>
</tr>
<tr>
<td>Engineering</td>
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<td>$</td>
<td>$2,000,000.00</td>
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<tr>
<td>Right-of-Way</td>
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<td>$</td>
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</tr>
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<td>Construction</td>
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<td>$</td>
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<tr>
<td>Total</td>
<td>$2,000,000.00</td>
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<td>$2,000,000.00</td>
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</table>

**Background:**

The Freeway and Arterial Systems of Transportation’s (FAST) core network is in need of an update. Mission critical network equipment is now at its end of useful lifespan. As part of the network refresh, FAST will implement industry best practices and provide critical redundancy to the system. This effort will increase the capacity of the network, as well as the uptime of mission critical and core equipment.

Respectfully submitted,

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

**RTC Item #10**  
May 21, 2020  
EAC Item #8  
April 30, 2020  
Consent
INTERLOCAL AGREEMENT
FAST NETWORK UPGRADES

THIS INTERLOCAL AGREEMENT (“Agreement”) #1187 is made and entered into this 21ST day of May 2020, 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 commence a project to update the Freeway and Arterial System of Transportation (FAST) existing network that is considered mission critical and is now at the end of its useful lifespan, hereinafter referred to as the “PROJECT.”; 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 #1187 applies to the update to the FAST core network. This mission critical network equipment is now at end of useful lifespan. As part of the network refresh, FAST will implement industry best practices and provide critical redundancy to the system. This effort will increase the capacity of the network, as well as the uptime of mission critical/core equipment.
SECTION II: PROJECT COSTS

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

1. The total cost for this contract shall not exceed $2,000,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $2,000,000.00
   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 December 31, 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 #1187 is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

May 21, 2020

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
Date of Council Action: CITY OF NORTH LAS VEGAS

BY: JOHN J. LEE, Mayor

Approved as to Form and Legality

Attest:

MICAELA RUSTIA MOORE
City Attorney

CATHERINE A. RAYNOR, MMC, City Clerk

Date of Council Action: CITY OF HENDERSON

BY: RICHARD A. DERRICK
City Manager/CEO

Approved as to Finance:

Attest:

JIM MCINTOSH
Chief Financial Officer

SABRINA MERCADANTE, MMC
City Clerk

Approved as to Content:

Approved as to Form:

EDWARD MCGUIRE, P.E.
Director, Public Works

NICHOLAS G. VASKOV
City Attorney
Metropolitan Planning Organization [X ] Transit [ ] Administration and Finance [ ]

SUBJECT: INTERSECTION IMPROVEMENTS PROGRAM: TRAFFIC IMPROVEMENTS NO.105

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
CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CLARK
COUNTY PROJECT 223M-FTI2; INTERSECTION IMPROVEMENTS PROGRAM: TRAFFIC
IMPROVEMENTS NO. 105 (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

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

<table>
<thead>
<tr>
<th>Category</th>
<th>RTC Funds</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current Request</td>
<td>Previous Request</td>
<td>Total RTC</td>
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<tr>
<td>Engineering</td>
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<tr>
<td>Right-of-Way</td>
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<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Construction</td>
<td>$4,000,000.00</td>
<td>$ -</td>
<td>$4,000,000.00</td>
</tr>
<tr>
<td>Total</td>
<td>$4,000,000.00</td>
<td>$ -</td>
<td>$4,000,000.00</td>
</tr>
</tbody>
</table>

BACKGROUND:
This interlocal contract applies to the construction of traffic improvements and the installation of new traffic signal systems at the following intersections: Russell Road and Boulder Highway, and Russell Road and Boulder Falls Street. The design was completed in project 050S-MVFT and these funds will allow Clark County to begin constructing the new upgrades.

Respectfully submitted,

DENIS CEDERBURG, P.E.
Director of Public Works
INTERLOCAL CONTRACT
INTERSECTION IMPROVEMENTS PROGRAM:
TRAFFIC IMPROVEMENTS NO. 105

THIS INTERLOCAL CONTRACT is made and entered into this 21ST day of May 2020, 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 construct Intersection Improvements Program: Traffic Improvements No. 105, 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 the 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 #1179 applies to Intersection Improvements Program: Traffic Improvements No. 105. The improvements may include pavement rehabilitation, curb, gutter, sidewalks, median islands, traffic signals, signs, striping, streetlights, roadway drainage facilities 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 $4,000,000.00
2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $0.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $4,000,000.00
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 #1179 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

May 21, 2020

BY: ____________________________

LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Commission Action: COUNTY

BY: ____________________________

MARILYN KIRKPATRICK, Chair

Attest:

LYNN MARIE GOYA
County Clerk

Approved as to Form:

CHRISTOPHER FIGGINS
Chief Deputy District Attorney
Project Name: Russell Road Improvement - Boulder Falls Street to Boulder Highway
Project Number: XXXXXXX (enter in Bid Tab cell)
Bid Number: XXXXX-XX
Opening Date: Xxxxxxx XX, 2019
L Number: xx
Design Division Work Order Number: (enter in Bid Tab cell)
90% PRELININARY COST ESTIMATE
January 9, 2020
Item No.

Description

Quantity

Unit

Unit Price

Amount

1

LS

$60,000.00

$60,000.00

105

DAY

CONSTRUCTION CONFLICTS AND ADDITIONAL WORK

1

LS

109.02

HISTORIC OWNER CAUSED DELAY ALLOWANCE

15

DAY

$1,400.00

$21,000.00

109.03

ADDITIONAL AMOUNT OVER $1400/DAY AS DETERMINED BY BIDDER

15

DAY

$1,400.00

$21,000.00

105.01

QUALITY CONTROL ADMINISTRATIVE INCENTIVE

107.01

TRAFFIC CONTROL

109.01

$770.00

$80,850.00

$130,000.00

$130,000.00

200.01

MOBILIZATION

1

LS

$190,000.00

$190,000.00

202.01

REMOVE AND SALVAGE TRAFFIC SIGN AND POST

30

EA

$45.00

$1,350.00

202.02

REMOVE AND SALVAGE STREET LIGHT POLE

4

EA

$1,800.00

$7,200.00

202.03

REMOVE TACK-ON MEDIAN

40

SF

$4.00

$160.00

202.04

REMOVE MEDIAN ISLAND

1,260

SF

$5.00

$6,300.00

1

EA

$3,000.00

$3,000.00

750

LF

$15.00

$11,250.00

202.05

REMOVE AND SALVAGE T-200 VAULT

202.06

REMOVE CONCRETE "L" CURB AND GUTTER

202.07

REMOVE CONCRETE "A" CURB

740

LF

$14.00

$10,360.00

202.08

REMOVE CONCRETE SIDEWALK

3,360

SF

$5.00

$16,800.00

202.09

REMOVE CONCRETE SIDEWALK RAMP

1,230

SF

$8.00

$9,840.00

202.10

REMOVE CONCRETE ROLL CURB AND GUTTER

60

LF

$15.00

$900.00

203.01

ROADWAY EXCAVATION

940

CY

$35.00

$32,900.00

217.01

3/4-INCH COLD PLANING (MICRO-MILLING)

8,910

SY

$1.50

$13,365.00

217.02

3-INCH COLD PLANING (MICRO-MILLING)

14,380

SY

$4.00

$57,520.00

302.01

TYPE II AGGREGATE BASE

402.01

PLANTMIX BITUMINOUS SURFACE

190

CY

$45.00

$8,550.00

2,080

TON

$120.00

$249,600.00

403.01

3/4-INCH OPEN-GRADE (NDOT)

8,910

SY

$6.00

$53,460.00

413.01

1-INCH UTACS BONDED WITH PMM, S3 GRADATION

14,380

SY

$7.00

$100,660.00

603.01

18-INCH REINFORCED CONCRETE PIPE (CLASS III)

55

LF

$160.00

$8,800.00

609.01

ADJUST STORM DRAIN MANHOLE FRAME AND COVER

2

EA

$1,200.00

$2,400.00

609.02

TYPE "DM" DROP INLET (L=5 FT)

1

EA

$5,000.00

$5,000.00

609.03

(48") PRECAST REINFORCED CONCRETE MANHOLE (TYPE III)

2

EA

$8,000.00

$16,000.00

613.01

CONCRETE "L" TYPE CURB AND GUTTER

790

LF

$45.00

$35,550.00

613.02

CONCRETE "A" TYPE ISLAND CURB

280

LF

$15.00

$4,200.00

613.03

CONCRETE SIDEWALK

6,000

SF

$10.00

$60,000.00

613.04

CONCRETE SIDEWALK RAMP

700

SF

$13.00

$9,100.00

613.05

CONCRETE PAD

700

SF

$13.00

$9,100.00

613.06

CAST-IN-PLACE DETECTABLE WARNING PANEL (2'x5')

30

EA

$500.00

$15,000.00

613.07

CONCRETE TACK-ON ISLAND

80

SF

$12.00

$960.00

613.08

CONCRETE MEDIAN ISLAND

110

SF

$17.00

$1,870.00

619.01

MARKER POST (K-71)

5

EA

$250.00

$1,250.00

623.01

TRAFFIC SIGNAL MODIFICATION AT RUSSELL ROAD AND BOULDER HIGHWAY

1

LS

$550,000.00

$550,000.00
$400,000.00

623.02

TRAFFIC SIGNAL SYSTEM AT RUSSELL ROAD AND BOULDER FALLS STREET

1

LS

$400,000.00

623.03

LED STREET LIGHT ASSEMBLY

2

EA

$5,000.00

$10,000.00

623.04

REPLACE HPS LUMINAIRE WITH LED LUMINAIRE

19

EA

$1,000.00

$19,000.00

623.05

TWO 4-INCH CONDUITS WITH WIRES

3,330

LF

$190.00

$632,700.00

623.06

TYPE 200 VAULT

2

EA

$5,500.00

$11,000.00

623.07

P30 PULL BOX

4

EA

$2,200.00

$8,800.00

623.08

NO.5 PULL BOX

1

EA

$400.00

$400.00

623.09

200 AMP SERVICE PEDESTAL

1

EA

$12,000.00

$12,000.00

623.1

POLYMER PULL BOX COVER

20

EA

$300.00

$6,000.00

626.01

FINAL CLEANUP

1

LS

$20,000.00

$20,000.00

627.01

PERMANENT SIGN PANEL

13

EA

$180.00

$2,340.00

627.02

PERMANENT SIGN POST

6

EA

$145.00

$870.00

627.03

PERMANENT SIGN PANEL, RELOCATE

2

EA

$140.00

$280.00

628.01

TYPE 2 MARKING FOR CROSSWALKS AND STOP BARS

3,114

SF

$8.00

$24,912.00

628.02

TYPE 2 (ARROW) MARKING

68

EA

$135.00

$9,180.00

628.03

TYPE 2 "ONLY" MARKING

2

EA

$180.00

$360.00

628.04

REFLECTIVE PAINT, ISLANDS AND CURB

542

SF

$2.00

$1,084.00

628.05

TYPE 1 6-INCH SOLID WHITE LINE (POLYUREA)

773

LF

$1.20

$927.60

628.06

TYPE 1 8-INCH SOLID WHITE LINE (POLYUREA)

468

LF

$1.20

$561.60

628.07

TYPE 1 8-INCH SOLID YELLOW LINE (POLYUREA)

806

LF

$1.40

$1,128.40

628.08

TYPE 1 WHITE VARIES TRANSITION MARKING (POLYUREA)

249

SF

$2.00

$498.00

628.09

TYPE 1 YELLOW VARIES TRANSITION MARKING (POLYUREA)

50

SF

$2.00

$100.00

629.01

VERTICALLY ADJUST WATER VALVE BOX

7

EA

$800.00

$5,600.00

630.01

VERTICALLY ADJUST SANITARY SEWER MANHOLE FRAME AND COVER

1

EA

$1,700.00

$1,700.00

633.01

NON-REFLECTIVE RAISED PAVEMENT MARKERS

1,355

EA

$3.00

$4,065.00

633.02

REFLECTIVE RAISED PAVEMENT MARKERS

1,523

EA

$3.00

$4,569.00

633.03

360 DEGREE ROUND REFLECTIVE MARKERS

98

EA

$55.00

$5,390.00

637.01

DUST CONTROL

105

DAY

$200.00

$21,000.00

637.02

STORM WATER POLLUTION CONTROL

$400.00

$42,000.00

680.01

FIBER OPTIC CABLE (72- STRAND)

681.01

105

DAY

1,210

LF

$5.50

$6,655.00

COMMUNICATION DISTRIBUTION CABLE ASSEMBLY (CDCA) AND PERMANENT FIBER SPLICING

2

EA

$6,000.00

$12,000.00

684.01

LAYER 2 FIELD-HARDENED ETHERNET SWITCH

2

EA

$3,000.00

$6,000.00

685.01

VIDEO ENCODER

2

EA

$2,000.00

$4,000.00

15% CONTINGENCY

1

LS

$462,100.00

$462,100.00

ACTUAL TOTAL OF ITEMS

1 of 1

Engineer's Estimate

$3,542,515.60

TOTAL SHOWN ON BID SUMMARY

NA

ERROR

NA

Boulder-Russell Estimate 90 percent.xlsmBid Tab


RESPECTFULLY SUBMITTED,

_______________________________
DENIS CEDERBURG, P.E.
Director of Public Works

REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

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 SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE FUNDING FOR RIGHT-OF-WAY FROM FUEL REVENUE INDEXING EXTENSION 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: Fuel Revenue Indexing Extension Funds – $2,700,000.00

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<td>$ 1,500,000.00</td>
<td>$ 4,200,000.00</td>
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</tbody>
</table>

BACKGROUND:
The Regional Transportation Commission of Southern Nevada previously approved funding for the engineering, right-of-way and construction of the subject project. Additional funds are now needed to acquire right-of-way from the Union Pacific Railroad (UPRR). Clark County has entered into an agreement with the UPRR and the Project Number is 281-27.

Respectfully submitted,

DENIS CEDERBURG, P.E.
Director of Public Works

RTC Item #12
May 21, 2020
EAC Item #10
April 30, 2020
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
RAINBOW BOULEVARD,
ERIE AVENUE TO BLUE DIAMOND ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is made and entered into this 21ST day of May 2020, 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 IT N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1152 dated December 12, 2019, and supplemental interlocal dated March 12, 2020, for Rainbow Boulevard, Erie Avenue to Blue Diamond Road, hereinafter referred to as “PROJECT,” located wholly within Clark County; and

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

WHEREAS, the COUNTY 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 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 $4,200,000.00.

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 $2,950,000.00
   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.

The remainder of Interlocal Contract #1152 dated December 12, 2019, and supplemental interlocal dated March 12, 2020, shall remain unchanged.

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

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

May 21, 2020 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

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

PETITIONER: DENIS CEDERBURG, DIRECTOR
CLARK COUNTY PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CLARK COUNTY PROJECT 113E-FTI2; FORT APACHE ROAD, WARM SPRINGS ROAD TO TROPICANA AVENUE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Fuel Revenue Indexing Extension Funds - $12,000,000.00

<table>
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<tr>
<th>Category</th>
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BACKGROUND:
The Regional Transportation Commission of Southern Nevada previously approved funding for the engineering and right-of-way of the subject project. The design is at 90 percent and all right-of-way necessary for construction has been obtained. This supplemental interlocal contract will provide funds for construction so that Clark County can advertise the project.

Respectfully submitted,

_______________________________
DENIS CEDERBURG, P.E.
Director of Public Works

RTC Item #13
May 21, 2020
EAC Item #11
April 30, 2020
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
FORT APACHE ROAD, WARM SPRINGS ROAD TO TROPICANA AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 21ST day of May, 2020, by and between Clark County, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1131 dated October 10, 2019, for improvements to Fort Apache Road, Warm Springs Road to Tropicana Avenue, 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 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 RTC previously granted “Authorization to Proceed” for engineering, and right-of-way for the PROJECT; and

WHEREAS, the COUNTY 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 Fuel Revenue Indexing Extension funding for all costs associated with the PROJECT as outlined below and incurred after July 1, 2018:

1. The total cost for this contract shall not exceed $13,025,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $525,000.00
   b. RIGHT-OF-WAY not to exceed $500,000.00
   c. CONSTRUCTION not to exceed $12,000,000.00

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

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

The remainder of the Interlocal Contract #1131 dated October 10, 2019, shall remain unchanged.
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

May 21, 2020

BY: LAWRENCE L. BROWN III, Chairman

Attest: MARIN DUBOIS, Management Analyst

Approved as to Form: RTC Legal Counsel

Date of Commission Action: CLARK COUNTY BOARD OF COMMISSIONERS

BY: MARILYN KIRKPATRICK, Chair

Attest: LYNN MARIE GOYA
City Clerk

Approved as to Form: CHRISTOPHER FIGGINS
Chief Deputy District Attorney
REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

AGENDA ITEM

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

SUBJECT: RUSSELL ROAD, LAS VEGAS BELTWAY TO RAINBOW BOULEVARD

PETITIONER: DENIS CEDERBURG, DIRECTOR
CLARK COUNTY PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5 TO INCREASE FUNDING FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CLARK COUNTY PROJECT 008S-MVFT; RUSSELL ROAD, LAS VEGAS BELTWAY TO RAINBOW BOULEVARD (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Motor Vehicle Fuel Tax Funds – $3,000,000.00

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BACKGROUND:
The Regional Transportation Commission of Southern Nevada previously approved funding for the engineering, right-of-way and construction of the subject project. The project advertised for bids and seven were received. The bids came in higher than anticipated. Therefore, additional funds are now needed for construction, construction management, and in-house labor costs.

Respectfully submitted,

DENIS CEDERBURG, P.E.
Director of Public Works
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5
RUSSELL ROAD,
LAS VEGAS BELTWAY TO RAINBOW BOULEVARD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5 is made and entered into this 21ST day of May 2020, by and between Clark County, a political subdivision, hereinafter referred to as “COUNTY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the RTC approved Interlocal Contract #414 dated July 11, 2002, and supplemental dated June 12, 2008, June 11, 2009, June 12, 2014, and October 12, 2017, for Russell Road, Las Vegas Beltway to Rainbow Boulevard, hereinafter referred to as “PROJECT,” located wholly within Clark County; and

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

WHEREAS, the COUNTY 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 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 $21,500,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $2,715,000.00
   b. RIGHT-OF-WAY not to exceed $139,500.00
   c. CONSTRUCTION not to exceed $18,645,500.00

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


_The remainder of this page is left intentionally blank._
IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 5 is effective as of the date first set forth above:

Date of Commission Action:  

May 21, 2020

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
RESPECTFULLY SUBMITTED,

_______________________________
DENIS CEDERBURG, P.E.
Director of Public Works

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: PECOS ROAD, OWENS AVENUE TO ALEXANDER 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 SUPPLEMENTAL INTERLOCAL
CONTRACT NO. 2 TO INCREASE FUNDING FOR ENGINEERING FROM MOTOR VEHICLE
FUEL TAX FUNDS FOR CLARK COUNTY PROJECT 024N-MVFT; PECOS ROAD, OWENS
AVENUE TO ALEXANDER ROAD (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Motor Vehicle Fuel Tax Funds – $20,000.00

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<td>$215,000.00</td>
<td>$235,000.00</td>
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BACKGROUND:
The Regional Transportation Commission of Southern Nevada previously approved funding for
engineering of the subject project. This project is currently under construction and those costs are being
funded through project 024P-FT12. This Supplemental Interlocal Contract No. 2 will provide additional
engineering funds needed to cover in-house labor costs.

Respectfully submitted,

DENIS CEDERBURG, P.E.
Director of Public Works

RTC Item #15
May 21, 2020
EAC Item #13
April 30, 2020
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2  
PECOS ROAD,  
OWENS AVENUE TO ALEXANDER ROAD  

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is made and entered into this 21ST day of May 2020, 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 #984 dated February 8, 2018, and supplemental dated on September 12, 2019, for Pecos Road, Owens Avenue to Alexander Road, hereinafter referred to as “PROJECT,” located wholly within Clark County; and  

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

WHEREAS, the COUNTY 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 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 $235,000.00.  

2. Authorizations to Proceed (ATP) are granted as follows:  
   
a. ENGINEERING not to exceed $235,000.00  
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 COUNTY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

The remainder of Interlocal Contract #984 dated February 8, 2018, and supplemental dated on September 12, 2019, shall remain unchanged.

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

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

May 21, 2020 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: JONES 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 SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO EXTEND THE PROJECT COMPLETION DATE AND INCREASE FUNDING FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CLARK COUNTY PROJECT 033R-MVFT; JONES BOULEVARD, ERIE AVENUE TO BLUE DIAMOND ROAD (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Motor Vehicle Fuel Tax Funds – $8,000,000.00

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<td>$ 5,400,000.00</td>
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BACKGROUND:

The Regional Transportation Commission of Southern Nevada previously approved funding for engineering, right-of-way and construction of the subject project. The design is at 90 percent and all right-of-way necessary for construction has been obtained. This supplemental interlocal contract will provide additional funds for construction so that Clark County can advertise the project and also extend the project completion date.

Respectfully submitted,

DENIS CEDERBURG, P.E.
Director of Public Works

RTC Item #16
May 21, 2020
EAC Item #14
April 30, 2020
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
JONES BOULEVARD, ERIE AVENUE TO BLUE DIAMOND ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is made and entered into this 21ST day of May, 2020, by and between Clark County, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the RTC approved Interlocal Contract #906 dated July 14, 2016, and Supplemental Interlocal Contract No. 1 dated December 13, 2018, for improvements to Jones Boulevard, Erie Avenue to Blue Diamond Road, hereinafter referred to as “PROJECT,” located wholly within Clark County; and

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

WHEREAS, the 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 increase total PROJECT funding; 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 $13,400,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $1,399,000.00
   b. RIGHT-OF-WAY not to exceed $1,000.00
   c. CONSTRUCTION not to exceed $12,000,000.00

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; paragraph 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction for the RTC prior to the current applicable completion date of June 30, 2023. The RTC may, at any time thereafter, grant time extension or terminate this Contract.

The remainder of the Interlocal Contract #906 dated July 14, 2016, and Supplemental Interlocal Contract No. 1 dated December 13, 2018, shall remain unchanged.

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

Date of Commission Action:          REGIONAL TRANSPORTATION COMMISSION

May 21, 2020                           BY:

LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Commission Action:          CLARK COUNTY BOARD OF COMMISSIONERS

BY:

Marilyn Kirkpatrick, Chair

Attest:

Lynn Marie Goya
City Clerk

Approved as to Form:

Christopher Figgins
Chief Deputy District Attorney
AGENDA ITEM

SUBJECT: CHARLESTON BOULEVARD, MARYLAND PARKWAY TO BOULDER HIGHWAY

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 009L-FTI2; CHARLESTON BOULEVARD, MARYLAND PARKWAY TO BOULDER HIGHWAY (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 - $705,000.00

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BACKGROUND:
The City of Las Vegas requests funding to commence engineering design for the Charleston Boulevard, Maryland Parkway to Boulder Highway project, which will be constructed as a part of the Charleston-Maryland Storm Drain Improvements funded through the Clark County Regional Flood Control District. The work shall include preliminary design, right-of-way acquisitions as needed, and final design. Improvements may include Americans with Disabilities Act path upgrades, new sidewalk ramps, concrete sidewalks, curb and gutter, asphalt pavement, and any other appurtenant items necessary to complete the project.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works
INTERLOCAL CONTRACT
CHARLESTON BOULEVARD, MARYLAND PARKWAY TO BOULDER HIGHWAY

THIS INTERLOCAL CONTRACT is made and entered into this 21ST day of May 2020, 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 improve Charleston Boulevard, Maryland Parkway to Boulder Highway, 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 #1181 applies to improvements associated with the design and construction of the Charleston Boulevard Improvements, Maryland Parkway to Boulder Highway. Improvements include Americans with Disability Act path upgrades, new sidewalk ramps, concrete sidewalks, curb and gutter, asphalt pavement, and any other appurtenant items necessary to complete the 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 $705,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $705,000.00
   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, 2023. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

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

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

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Interlocal Contract #1181 is effective as of the date first set forth above.

Date of Commission Action: May 21, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: May 21, 2020

CITY OF LAS VEGAS

BY: CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney Date
CHARLESTON BOULEVARD,
MARYLAND PARKWAY TO BOULDER HIGHWAY

EXHIBIT A

4/1/2020
AGENDA ITEM

SUBJECT: OGDEN AVENUE, MAIN STREET TO CASINO CENTER BOULEVARD

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 045E-FTI2; OGDEN AVENUE, MAIN STREET TO CASINO CENTER BOULEVARD (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 - $6,000,000.00

<table>
<thead>
<tr>
<th>Category</th>
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<th>Previous Request</th>
<th>Total RTC</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
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</thead>
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<td>Engineering</td>
<td>$ -</td>
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<td>$ 6,000,000.00</td>
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<td>$ 6,000,000.00</td>
</tr>
</tbody>
</table>

BACKGROUND:

The Regional Transportation Commission of Southern Nevada previously approved funding for the engineering of Ogden Avenue, Main Street to Las Vegas Boulevard under project number 045D-MVFT. The design is 90 percent complete, and all necessary right-of-way has been obtained for construction of the project. The overall project will be constructed in three phases. The Ogden Avenue, Main Street to Casino Center Boulevard, constitutes Phase 1. This interlocal contract will provide funds for construction so that the City of Las Vegas can advertise the project.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works

RTC Item #18
May 21, 2020
EAC Item #16
April 30, 2020
Consent
INTERLOCAL CONTRACT
OGDEN AVENUE, MAIN STREET TO CASINO CENTER BOULEVARD

THIS INTERLOCAL CONTRACT is made and entered into this 21ST day of May 2020, 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 improvements to Ogden Avenue, Main Street to Casino Center Boulevard, 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 of 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 #1182 applies to roadway improvements for Ogden Avenue, Main Street to Casino Center Boulevard. Improvements include, but are not limited to, replacing pavement, curb, gutter, sidewalks, traffic signal upgrades, utility relocation, streetlighting, Intelligent Transportation Systems improvements, storm drain, Americans with Disabilities Act improvements, complete street elements as feasible, street trees and landscaping, and any other appurtenant items necessary to construct a complete and functional project. The project limits are more specifically defined 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 $6,000,000.00.

The remainder of this page is left intentionally blank.
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 $6,000,000.00

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

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

SECTION III: GENERAL

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

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

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

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

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

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2025. 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.
IN WITNESS WHEREOF, this Interlocal Contract #1182 is effective as of the date first set forth above.

Date of Commission Action: May 21, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

BY: CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney Date
Project Limits

1) Phase I – Ogden (Main to Casino); 1st (Ogden to Stewart); Casino (Ogden to Stewart)
2) Phase II – Ogden (4th to Las Vegas Boulevard)
3) Phase III – Ogden (Casino to 4th)
SUBJECT: CENTENNIAL PARKWAY, ALPINE RIDGE WAY TO DURANGO DRIVE

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 170E-FTI2; CENTENNIAL PARKWAY, ALPINE RIDGE WAY TO DURANGO DRIVE (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 - $2,250,000.00

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</thead>
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<td>Total</td>
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<td>$ -</td>
<td>$ 2,250,000.00</td>
</tr>
</tbody>
</table>

BACKGROUND:

The City of Las Vegas (Las Vegas) intends to commence engineering design for improvements that will include constructing the missing roadway, curb, gutter, and streetlights on Centennial Parkway between Alpine Ridge Way and Durango Drive. Las Vegas will be the lead agency for the design and construction of the project. Clark County will be included in the design and construction of the project.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works

RTC Item #19
May 21, 2020
EAC Item #17
April 30, 2020
Consent
INTERLOCAL CONTRACT
CENTENNIAL PARKWAY, ALPINE RIDGE WAY
TO DURANGO DRIVE

THIS INTERLOCAL CONTRACT is made and entered into this 21ST day of May 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as “LAS VEGAS,” County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY,” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, LAS VEGAS and COUNTY intend to improve Centennial Parkway, Alpine Ridge Way to Durango Drive, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located partially within the City of Las Vegas and Clark County; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental 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, LAS VEGAS agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, LAS VEGAS will take the lead role for the design and construction of the PROJECT; and

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

WHEREAS, LAS VEGAS will coordinate with and include COUNTY during design and construction of 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 #1180 applies to roadway improvements to Centennial Parkway from Alpine Ridge Way to Durango Drive. Improvements will include, but are not limited to, constructing the missing roadway, pavement, curb, gutter, sidewalk, Americans with Disability Act accessibility ramps, bicycle lanes, traffic signal upgrades, and any other appurtenant items necessary to complete the project. The Project is more specifically described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

The remainder of this page is left intentionally blank.
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 $2,250,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $2,250,000.00
   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, 2025. 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 #1180 is effective as of the date first set forth above.

Date of Commission Action: May 21, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

BY: CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney Date
Date of Commission Action: CLARK COUNTY BOARD OF COMMISSIONERS

BY: MARILYN KIRKPATRICK, Chair

Attest:

LYNN MARIE GOYA, County Clerk
Centennial Pkwy - Alpine Ridge Way to Durango Drive

<table>
<thead>
<tr>
<th>Area Sq. ft.</th>
</tr>
</thead>
</table>
| City of Las Vegas | 765,504 | 68%  
| Clark County | 365,130 | 32%  
| Grand Total | 1,130,635 | 100%  

2.03 Centerline Miles

Date: 5/1/2019

The City of Las Vegas makes no warranty, representation, or guarantee of any kind regarding either any maps or other information provided herein or the sources of such maps or other information. Although best efforts were made to ensure the accuracy of the data the City of Las Vegas assumes no liability either for any error, omission, or inaccuracies of the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.

EXHIBIT A
SUBJECT: UTAH AVENUE, INDUSTRIAL ROAD TO 3RD STREET

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 237A-FTI2; UTAH AVENUE, INDUSTRIAL ROAD TO 3RD STREET (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 - $1,250,000.00

<table>
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<tr>
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<td>$ -</td>
<td>$1,250,000.00</td>
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BACKGROUND:

The City of Las Vegas requests funding to commence engineering design for Utah Avenue, Industrial Road to 3rd Street. The work shall include preliminary design, right-of-way evaluation, right-of-way acquisition, and final design. Improvements may include curb and gutter, asphalt pavement, sidewalk, intersection improvements, pedestrian and bicycle safety upgrades, street trees, and any other appurtenant items necessary to complete the project.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works

RTC Item #20
May 21, 2020

EAC Item #18
April 30, 2020

Consent
INTERLOCAL CONTRACT
UTAH AVENUE, INDUSTRIAL ROAD TO 3RD STREET

THIS INTERLOCAL CONTRACT is made and entered into this 21ST day of May 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the CITY intends to design improvements to Utah Avenue, Industrial Road to 3rd Street, which is included on the adopted RTC Capital Improvements Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Las Vegas; and

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

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

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1184 applies to roadway improvements associated with Utah Avenue, Industrial Road to 3rd Street. Improvements may include, but are not limited to, pavement, curb, gutter, sidewalks, traffic signal modifications, utility relocation, upgraded street lighting, Americans with Disabilities Act improvements, complete street elements as feasible, street trees and landscape, and any other appurtenant items necessary to complete the project. The project limits are more specifically defined 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 $1,250,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $1,250,000.00
   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, 2025. 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 #1184 is effective as of the date first set forth above.

Date of Commission Action: May 21, 2020

__________________________

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

UTAH AVENUE, INDUSTRIAL ROAD TO 3RD STREET
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: PEDESTRIAN BRIDGES: CC-215 BELTWAY TRAIL AT SUMMERLIN PARKWAY AND LAKE MEAD BOULEVARD

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM QUESTION 10 FUNDS FOR CITY OF LAS VEGAS PROJECT 190C-Q10; PEDESTRIAN BRIDGES: CC-215 BELTWAY TRAIL AT SUMMERLIN PARKWAY AND LAKE MEAD BOULEVARD (FOR POSSIBLE ACTION)

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

FISCAL IMPACT: Question 10 Funds - $1,300,000.00

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<td>Total</td>
<td>$1,300,000.00</td>
<td>$</td>
<td>$1,300,000.00</td>
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</table>

BACKGROUND:

The City of Las Vegas requests funding to commence engineering design for Pedestrian Bridges: CC-215 Beltway Trail at Summerlin Parkway and Lake Mead Boulevard project. The work shall include conceptual alternatives, bridge design, and final design. Improvements may include pedestrian/bicycle bridges, trail extensions, curb and gutter, sidewalk, intersection improvements, pedestrian and bicycle safety upgrades, and any other appurtenant items necessary to complete the project.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works
INTERLOCAL CONTRACT
PEDESTRIAN BRIDGES: CC-215 BELTWAY TRAIL AT SUMMERLIN PARKWAY
AND LAKE MEAD BOULEVARD

THIS INTERLOCAL CONTRACT is made and entered into this 21ST day of May 2020,
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 design improvements to Pedestrian Bridges: CC-215
Beltway Trail at Summerlin Parkway and Lake Mead Boulevard, 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 #1183 applies to improvements associated with the design and
construction of new pedestrian bridges at Summerlin Parkway and Lake Mead Boulevard along
the CC-215 Beltway Trail, with the associated connections to the existing CC-215 Beltway
Trail. Improvements include, but are not limited to, pedestrian/bicycle bridges with concrete
decks, ramps, asphalt paving, fencing, curb, gutter, sidewalks, lighting, signage, and any other
appurtenant items necessary to construct a complete and 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 Question 10 funding for all costs associated with the PROJECT
as outlined below:

1. The total cost for this contract shall not exceed $1,300,000.00.

The remainder of this page is left intentionally blank.
2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $1,300,000.00
   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 December 31, 2025. 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.
IN WITNESS WHEREOF, this Interlocal Contract #1183 is effective as of the date first set forth above.

Date of Commission Action: ____________________________

May 21, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: ____________________________

LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: ____________________________

CITY OF LAS VEGAS

BY: ____________________________

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney

Date
PEDESTRIAN BRIDGES: CC-215 BELTWAY TRAIL AT SUMMERLIN PARKWAY AND LAKE MEAD BOULEVARD

Exhibit A

4/15/2020
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: 6TH STREET, BRIDGER AVENUE TO STEWART AVENUE

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 179B-FTI2; 6TH STREET, BRIDGER AVENUE TO STEWART AVENUE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Fuel Revenue Indexing Extension Funds - $30,000.00

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BACKGROUND:
The City of Las Vegas is requesting funding from Fuel Revenue Indexing Extension funds to complete the construction of the 6th Street, Bridger Avenue to Stewart Avenue project. This supplemental interlocal contract will increase engineering funds to cover internal labor.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works

RTC Item #22
May 21, 2020
EAC Item #20
April 30, 2020
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
6TH STREET, BRIDGER AVENUE TO STEWART AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 21ST day of May 2020, 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 RTC approved Interlocal Contract #1133 dated October 10, 2019, for the 6th Street, Bridger Avenue to Stewart Avenue project, 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 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 Fuel Revenue Indexing Extension funding for all costs associated with the PROJECT effective July 1, 2019, as outlined below:

1. The total cost for this contract shall not exceed $5,030,000.00.

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

   a. ENGINEERING not to exceed $30,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $5,000,000.00

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

The remainder of Interlocal Contract #1133 dated October 10, 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: May 21, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: 

CITY OF LAS VEGAS

BY: CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney Date
REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

AGENDA ITEM

SOUTHERN NEVADA METROPOLITAN PLANNING ORGANIZATION

SUBJECT: BUFFALO DRIVE, CHARLESTON BOULEVARD TO SAHARA AVENUE

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE PROJECT FUNDING FOR ENGINEERING, RIGHT-OF-WAY AND CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS, FOR CITY OF LAS VEGAS PROJECT 071G-MVFT; BUFFALO DRIVE, CHARLESTON BOULEVARD TO SAHARA AVENUE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Motor Vehicle Fuel Tax Funds - $1,150,000.00

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BACKGROUND:

This Supplemental Interlocal Contract No. 1 will increase project funding for engineering, right-of-way and construction in the amount of $1,150,000.00. The right-of-way acquisition costs are higher than originally estimated, and consultants will be contracted to assist with appraisals and acquisitions. The additional funding is needed to cover costs beyond the federal grant funds the City of Las Vegas has obtained for the project.

Respectfully submitted,

MIKE JANSSSEN
Director of Public Works

RTC Item #23
May 21, 2020
EAC Item #21
April 30, 2020
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
BUFFALO DRIVE, CHARLESTON BOULEVARD TO SAHARA AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 21ST day of May 2020, 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 #945 dated July 13, 2017, for roadway improvements for Buffalo Drive, Charleston Boulevard to Sahara Avenue, 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 has entered into agreement P248-12-063 with the State of Nevada Department of Transportation; and

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

WHEREAS, the CITY wishes to increase total PROJECT funding for engineering, 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 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 $1,550,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $850,000.00
   b. RIGHT-OF-WAY not to exceed $550,000.00
   c. CONSTRUCTION not to exceed $150,000.00
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 #945 dated July 13, 2017, 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: May 21, 2020

__________________________________________
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

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

SUBJECT: ARTERIAL RECONSTRUCTION PROGRAM: DECATUR BOULEVARD, LONE MOUNTAIN ROAD TO ANN ROAD

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF NORTH LAS VEGAS PROJECT 135AJ-MVFT; ARTERIAL RECONSTRUCTION: DECATUR BOULEVARD, LONE MOUNTAIN ROAD TO ANN ROAD (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Motor Vehicle Fuel Tax Fund– $1,234,000.00

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<tr>
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<td>$ -</td>
<td>$ - $ -</td>
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<td>Right-of-Way</td>
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<td>$ 1,234,000.00 $ 758,000.00 $ 1,992,000.00</td>
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</table>

BACKGROUND:

On July 11, 2019, the Regional Transportation Commission of Southern Nevada approved Interlocal Contract No. 1101 for City of North Las Vegas (North Las Vegas) for project 135AC-MVFT, Arterial Reconstruction Program: Fiscal Year 2020 City of North Las Vegas Maintenance Project. North Las Vegas is preparing to advertise the Decatur Boulevard, Lone Mountain Road to Ann Road portion of this project for construction. This interlocal contract will fund the construction and construction management services for the project. Construction activities consists of a new half-street section of Asphalt Concrete (AC) along the Decatur Boulevard alignment from Lone Mountain Road to Ann Road. This project also includes other funds from NV Energy for the overhead power line lowering and relocation of the power system along the east boundary of Decatur Boulevard.

Respectfully submitted,

DALE DAFFERN, P.E.
Director of Public Works

RTC Item #24
May 21, 2020
EAC Item #22
April 30, 2020
Consent
INTERLOCAL CONTRACT
ARTERIAL RECONSTRUCTION:
DECATUR BOULEVARD FROM LONE MOUNTAIN ROAD TO ANN ROAD

THIS INTERLOCAL CONTRACT 1178 is made and entered into this 21\textsuperscript{ST} day of May 2020, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the CITY intends to improve Decatur Boulevard, Lone Mountain Road to Ann Road, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City Of North Las Vegas; and

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

WHEREAS, the CITY 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 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 #1178 applies to improvements to Decatur Boulevard, Lone Mountain Road to Ann Road. The improvements may include removal of damaged and failing Asphalt Concrete (AC), repaving a new half-street section of AC, restriping the completed roadway, utility relocations and other miscellaneous appurtenances required to complete the roadway. 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 Motor Vehicle Fuel Tax Fund funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $1,234,000.0
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 $ 1,234,000
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 July 31, 2024. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

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

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

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Interlocal Contract #1178 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

May 21, 2020 ___________________________ BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF NORTH LAS VEGAS

_____________________________ BY: JOHN J. LEE, MAYOR

Attest

CATHHERINE A. RAYNOR, MMC
City Clerk

Approved as to Form

MICAELA RUSTIA MOORE
City Attorney
RESPECTFULLY SUBMITTED,

DALE DAFFERN, P.E.
Director of Public Works

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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

SUBJECT: INTERSECTION IMPROVEMENTS PROGRAM: FISCAL YEAR 2020
CONTRACT NO. 2 CITY OF NORTH LAS VEGAS

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT
FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF NORTH
LAS VEGAS PROJECT 223N-MVFT; INTERSECTION IMPROVEMENTS PROGRAM: FISCAL
YEAR 2020 CONTRACT NO. 2 CITY OF NORTH LAS VEGAS (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Motor Vehicle Fuel Tax Funds - $2,000,000.00

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BACKGROUND:

The City of North Las Vegas is preparing to request construction proposals for the Intersection Improvements Program: Fiscal Year 2020 Contract No. 2 City of North Las Vegas project. This interlocal contract will fund construction and construction management services for the project. Construction activities will include emergency intersection and roadway improvements for various intersections in the City of North Las Vegas.

Respectfully submitted,

DALE DAFFERN, P.E.
Director of Public Works

RTC Item #25
May 21, 2020
EAC Item #23
April 30, 2020
Consent
INTERLOCAL CONTRACT
INTERSECTION IMPROVEMENTS PROGRAM: FISCAL YEAR 2020
CONTRACT #2 CITY OF NORTH LAS VEGAS

THIS INTERLOCAL CONTRACT is made and entered into 21ST day of May, 2020, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the CITY intends to improve Intersection Improvements Program: Fiscal Year 2020 Contract #2 City of North Las Vegas, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of North Las Vegas; and

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

WHEREAS, the CITY 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 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 #1185 applies to improvements to various intersection and roadways within North Las Vegas. Improvements may include asphalt pavement, pavement markings, curb, gutter, sidewalk, and other appurtenances necessary for a complete project.

SECTION II: PROJECT COSTS

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

1. The total cost for this contract shall not exceed $2,000,000.00

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $ 0.00
   b. RIGHT-OF-WAY not to exceed $ 0.00
   c. CONSTRUCTION not to exceed $ 2,000,000.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish
the bid for this PROJECT within 90 calendar days.

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

5. The RTC agrees to reimburse expenses incurred as of April 1, 2020.

SECTION III: GENERAL

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

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

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

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

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

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

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

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

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Interlocal Contract #1185 is effective as of the date first set forth above:

Date of Commission Action: May 21, 2020

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF NORTH LAS VEGAS

BY: JOHN J. LEE, MAYOR

Attest

CATHERINE A. RAYNOR, MMC
City Clerk

Approved as to Form

MICAELEA RUSTIA MOORE
City Attorney
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: WATER STREET, MAJOR AVENUE TO LAKE MEAD 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 SUPPLEMENTAL INTERLOCAL
CONTRACT NO. 2 TO INCREASE FUNDING FOR CONSTRUCTION FROM FUEL REVENUE
INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 171B-FTI2; WATER
STREET, MAJOR AVENUE TO LAKE MEAD PARKWAY (FOR POSSIBLE ACTION)

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

FISCAL IMPACT: Fuel Revenue Indexing Extension Funds – $5,600,000.00

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BACKGROUND:

On May 18, 2017, and December 14, 2017, respectively, the Regional Transportation Commission of
Southern Nevada approved an Interlocal Contract No.983 and Supplemental Interlocal Contract No.
1 to provide funding for design and construction of roadway improvements for Water Street, Major
Avenue to Lake Mead Parkway. The original design was completed, and construction is in progress.

During the project, additional roadway improvements and Complete Streets elements were identified
and bid as part of a design build package, which has been awarded to Las Vegas Paving Corporation.
This Supplemental Interlocal Contract No. 2 will provide funding for construction and
construction management of the project for the additional roadway improvements and complete streets
elements.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works

RTC Item #26
May 21, 2020
EAC Item #24
April 30, 2020
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
WATER STREET, MAJOR AVENUE TO LAKE MEAD PARKWAY

THIS SUPPLEMENTAL INTERLOCAL CONTRACT is made and entered into this 21ST day of May 2020, 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 RTC approved an Interlocal Contract dated May 18, 2017, and supplemental interlocal contract dated December 14, 2017, for improvements to Water Street, Major Avenue to Lake Mead Parkway, hereinafter referred to as “PROJECT,” located wholly within the City of Henderson; and

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

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

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

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

The RTC agrees to provide funding from Fuel Revenue Indexing Extension funds for PROJECT costs in accordance to the current Policies and Procedures, incorporated herein by reference and as outlined below:

1. The total cost for this contract shall not exceed $10,000,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $700,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $9,300,000.00

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.

5. The RTC agrees to reimburse expenses incurred as of April 1, 2020

The remainder of the Interlocal Contract #938 dated May 18, 2017, and supplemental interlocal contract #938A dated December 14, 2017, shall remain unchanged.

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

Date of Commission Action: May 21, 2020

REGионаL TRANSPORTATION COMMISSION

BY: LAWRENCE L. BROWN III, Chairman

Attest: MARIN DUBOIS, Management Analyst

Approved as to Form: RTC Legal Counsel

Date of Council Action: CITY OF 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

171B-FT12-Water Street Major Avenue to Lake Mead Pkwy
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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

SUBJECT: ROMA HILLS DRIVE, WEST HORIZON RIDGE PARKWAY TO ASCAYA BOULEVARD

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. 2 FOR ENGINEERING AND CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 201A-FTI2; ROMA HILLS DRIVE, WEST HORIZON RIDGE PARKWAY TO ASCAYA BOULEVARD (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Fuel Revenue Indexing Extension Funds $3,200,000.00

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BACKGROUND:

On May 18, 2017, and March 14, 2019, respectively, the Regional Transportation Commission of Southern Nevada approved an Interlocal Contract No. 40 and Supplemental Interlocal Contract No. 1 to provide funding for design of roadway improvements for Roma Hills Drive, West Horizon Ridge Parkway to Ascaya Boulevard. The design has been completed, and the project is ready to advertise for construction.

This Supplemental Interlocal Contract No. 2 will provide funding for construction and construction management of the project for the additional roadway improvements and complete streets elements.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works

RTC Item #27
May 21, 2020
EAC Item #25
April 30, 2020
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
ROMA HILLS DRIVE, WEST HORIZON RIDGE PARKWAY
TO ASCAYA BOULEVARD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT is made and entered into this 21st day of May 2020, 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 RTC approved an Interlocal Contract, dated May 18, 2017, and a supplemental, dated March 14, 2019, for improvements to Roma Hills Drive from West Horizon Ridge Parkway to Ascaya Boulevard, hereinafter referred to as “PROJECT,” located wholly within the City of Henderson; and

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

WHEREAS, the CITY 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 $3,600,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $400,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $3,200,000.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

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


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

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

May 21, 2020 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

SUBJECT: BICYCLE PATH ASPHALT PAVING: FISCAL YEAR 2020 CITY OF BOULDER CITY

PETITIONER: KEEGAN LITTRELL, P.E., DIRECTOR
CITY OF BOULDER CITY PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING AND CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX DIRECT DISTRIBUTION FUNDS FOR CITY OF BOULDER CITY PROJECT 159F-MVFT BICYCLE PATH ASPHALT PAVING: FISCAL YEAR 2020 CITY OF BOULDER CITY (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Motor Vehicle Fuel Tax Direct Distribution Funds - $250,000.00

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BACKGROUND:

This item will allocate funds for the City of Boulder City (Boulder City) to construct the Bicycle Path Asphalt Paving along the Hemenway Channel within the Boulder City Parkway right-of-way. Boulder City anticipates the development of a safe, connected, and convenient bicycling system throughout Boulder City by asphalt paving the path between the River Mountain Trailhead Parking Lot and Pacifica Way.

Respectfully submitted,

KEEGAN LITTRELL, P.E.
Director of Public Works
INTERLOCAL CONTRACT
BICYCLE PATH ASPHALT PAVING:
FISCAL YEAR 2020 CITY OF BOULDER CITY

THIS INTERLOCAL CONTRACT is made and entered into this 21ST day of May 2020, by and between the City of Boulder City, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

W I T N E S S E T H

WHEREAS, the CITY intends to construct and provide construction management for Bicycle Path Asphalt Paving: Fiscal Year 2020 City of Boulder City hereinafter referred to as “PROJECT,” located wholly within the City of Boulder City; and

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

WHEREAS, the CITY 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 engineering 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 #1186 applies to the development of a safe, connected, and convenient bicycling system throughout the City of Boulder City. The improvements include asphalt paving the bicycle path between the River Mountain Trailhead Parking Lot and Pacifica Way. The Project is more specifically described in Exhibit “A” which is attached hereto by this referenced incorporated herein.

SECTION II: PROJECT COSTS

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

1. The total cost for this contract shall not exceed $250,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $25,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
c. CONSTRUCTION not to exceed $225,000.00

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.
IN WITNESS WHEREOF, this Interlocal Contract #1186 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

May 21, 2020 BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF BOULDER CITY

BY: KIERNAN MCMANUS, Mayor

Attest

LORENE KRUMM, City Clerk

Approved as to Form

STEVEN L. MORRIS, City Attorney
Bicycle Path Asphalt Paving

Project Locations

10,625 sq yds
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: OASIS BOULEVARD AND IVY LEE CREST INTERSECTION PROJECT

PETITIONER: TRAVIS H. ANDERSON, DIRECTOR
CITY OF MESQUITE 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 MOTOR VEHICLE FUEL TAX DIRECT DISTRIBUTION FUNDS
FOR CITY OF MESQUITE PROJECT 063AQ-MVFT; OASIS BOULEVARD AND IVY LEE
CREST INTERSECTION PROJECT (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: Motor Vehicle Fuel Tax Direct Distribution Funds – $25,000.00

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<tr>
<th>Category</th>
<th>RTC Funds</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
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BACKGROUND:
The City of Mesquite is requesting funding for design of the subject project. The project includes, but is not limited to, road widening, asphalt milling, pulverizing, grading, curb, gutter, sidewalk, asphalt cement paving, street lights and pavement markings.

Respectfully submitted,

TRAVIS H. ANDERSON, P.E.
Director of Public Works

RTC Item #29
May 21, 2020

EAC Item #27
April 30, 2020
Consent
INTERLOCAL CONTRACT
OASIS BOULEVARD AND IVY LEE CREST INTERSECTION PROJECT

THIS INTERLOCAL CONTRACT is made and entered into this 21ST day of May 2020, by and between the City of Mesquite, 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 Oasis Boulevard and Ivy Lee Crest Intersection Project, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Mesquite; 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 Polices and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the 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 #1176 applies to improvements to Oasis Boulevard and Ivy Lee Crest Intersection Project. The improvements may include road widening, asphalt milling, pulverizing, grading, curb, gutter, sidewalk, AC paving, street lights and pavement markings. 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 Motor Vehicle Fuel Tax Direct Distribution funding for all costs associated with the PROJECT in accordance to the current Policies and Procedures, incorporated herein by reference and as outlined below:

1. The total cost for this contract shall not exceed $25,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $25,000.00
   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 December 31, 2020. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

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

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

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Interlocal Contract #1176 is effective as of the date first set forth above:

Date of Commission Action: May 21, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Commission Action: May 21, 2020

CITY OF MESQUITE

BY: ALLAN S. LITMAN, Mayor

Attest

TRACY E. BECK
City Clerk

Approved as to Form

ROBERT SWEETIN
City Attorney
AGENDA ITEM

SUBJECT: AWARD OF BID

PETITIONER: DENIS CEDERBURG, DIRECTOR
CLARK COUNTY 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 CLARK COUNTY PROJECT 024P-FTI2; PECOS ROAD, OWENS AVENUE TO ALEXANDER ROAD REHABILITATION, TO LAS VEGAS PAVING CORPORATION FOR $7,699,900.00 (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: None

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BACKGROUND:

The Regional Transportation Commission of Southern Nevada approved the Supplemental Interlocal Contract on May 21, 2020, to provide funding for construction of Project 024P-FTI2, Pecos Road, Owens Avenue to Alexander Road Rehabilitation.

Bids were opened on December 5, 2019, and two bids were received, ranging from $7,699,900.00 to $9,324,999.00. 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 $7,699,900.00, which is .98 percent greater than the engineer's estimate.

Respectfully submitted,

DENIS CEDERBURG P.E.
Director of Public Works

RTC Item #30
May 21, 2020

EAC Item #28
April 30, 2020
Consent
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# Project Name: Pecos Road Rehabilitation Owens Avenue to Alexander Road

**Bid Number: 605468-19**

**Opening Date: December 5, 2019**

**L Number: L-2228**

**Design Division Work Order Number:** (enter in Bid Tab cell)

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**ACTUAL TOTAL OF ITEMS**

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<th>Engineer’s Estimate</th>
<th>Las Vegas Paving Corp.</th>
<th>Aggregate Industries-SWR Inc.</th>
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REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: AWARD OF BID

PETITIONER: DENIS CEDERBURG, DIRECTOR
CLARK COUNTY 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 CLARK COUNTY PROJECT 147C-FTI2; CACTUS
AVENUE, VERONA WOOD STREET TO POLARIS AVENUE, TO LAS VEGAS PAVING
CORPORATION FOR $8,765,000.00 (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: None

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<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 the Supplemental
Interlocal Contract on March 12, 2020, to provide funding for construction of Project 147C-FTI2,
Cactus Avenue, Verona Wood Street to Polaris Avenue.

Bids were opened on December 19, 2019. Three bids were received ranging
from $8,765,000.00 to $11,120,633.00. 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 $8,765,000.00, which is 19.82 percent less than the
engineer’s estimate.

Respectfully submitted,

DENIS CEDERBURG P.E.
Director of Public Works

RTC Item #31
May 21, 2020
EAC Item #29
April 30, 2020
Consent
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**Project Name:** Cactus Avenue Improvements Verona Wood Street to Polaris Avenue  
**Project Number:** 5R4147A  
**Bid Number:** 603445-10  
**Opening Date:** December 19, 2010  
**L Number:** 1-2094  
**Design Division Work Order Number:** 2014-38
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**TOTALS:**

- **Engineer's Estimate:** $16,003,048.08
- **Las Vegas Paving Corporation:** $6,760,018.08
- **CDM Enterprises Inc:** $10,735,914.00
- **FMI Contractors Inc:** $11,010,633.00

**ACTUAL TOTAL OF ITEMS:**

$10,735,914.00

**TOTALS:**

- **Engineer's Estimate:** $16,003,048.08
- **Las Vegas Paving Corporation:** $6,760,018.08
- **CDM Enterprises Inc:** $10,735,914.00
- **FMI Contractors Inc:** $11,010,633.00
SUBJECT: AWARD OF BID

PETITIONER: DENIS CEDERBURG, DIRECTOR CLARK COUNTY 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 CLARK COUNTY PROJECT 008S-MVFT; RUSSELL ROAD, LAS VEGAS BELTWAY TO RAINBOW BOULEVARD, TO TARGET CONSTRUCTION FOR $14,823,563.00 (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: None

<table>
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<th>Project No.</th>
<th>Engineer's Estimate</th>
<th>Bid Amount</th>
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<td>Other Funds</td>
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<td>Total</td>
<td>$ 13,171,721.50</td>
<td>$ 14,823,563.00</td>
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BACKGROUND:

The Regional Transportation Commission of Southern Nevada approved the Supplemental Interlocal Contract on October 12, 2017, to provide funding for construction of Project 008S-MVFT.

Bids were opened on February 13, 2020, and seven bids were received, ranging from $14,823,563.00 to $18,847,701.00. Per Nevada Revised Statute 338.143, staff evaluated the bids and determined the lowest responsive and responsible bidder is Target Construction, with a bid amount of $14,823,563.00, which is 11.25 percent greater than the engineer’s estimate.

Respectfully submitted,

DENIS CEDERBURG, P.E.
Director of Public Works

RTC Item #32
May 21, 2020
EAC Item #30
April 30, 2020
Consent
| Item | Description | Quantity | Unit | Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost |
|------|-------------|----------|------|------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| A    | BUS TURN-OUT 5,470 SF | 5470 SF | $12.00 | $65,640.00
| A    | 603.05 | $65,640.00 |
| A    | 502.06 | $65,640.00 |
| A    | 18" REINFORCED CONCRETE PIPE (CLASS III) 625 LF | 625 LF | $120.00 | $75,000.00
| A    | 609.10 | $75,000.00 |
| A    | 502.03 | $75,000.00 |
| A    | QUALITY CONTROL ADMINISTRATIVE INCENTIVE 1 LS | 1 LS | $150,000.00 | $150,000.00
| A    | 609.03 | $150,000.00 |
| A    | 502.01 | $150,000.00 |
| A    | TYPE "DM" DROP INLET, L = 12' | 12' | $30.00 | $33,000.00
| A    | 109.01 | $33,000.00 |
| A    | 107.01 | $33,000.00 |
| A    | CHANNEL EXCAVATION 1,100 CY | 1,100 CY | $30.00 | $33,000.00
| A    | 502.01 | $33,000.00 |
| A    | 109.03 | $33,000.00 |
| A    | STORM DRAIN MANHOLE, SPECIAL 5 EA | 5 EA | $50,000.00 | $250,000.00
| A    | 609.03 | $250,000.00 |
| A    | 502.01 | $250,000.00 |
| A    | TYPE A CURB 11,350 LF | 11,350 LF | $15.00 | $170,250.00
| A    | 609.03 | $170,250.00 |
| A    | 502.01 | $170,250.00 |
| A    | REMOVE EXISTING CONCRETE MEDIAN | | | |
| A    | CONCRETE SIDEWALK 11,097 SF | 11,097 SF | $6.50 | $72,130.50
| A    | 609.04 | $72,130.50 |
| A    | 502.01 | $72,130.50 |

Project Name: Russell Road - Cimarron Road to Rainbow Boulevard
Project Number: R50309
Bid Number: 605536-19
Opening Date: February 13, 2020
L Number: 2019
Design Division Work Order Number: WD 2014-010
<table>
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**Bid Abstract**

**Project Name:** Russell Road - Cimarron Road to Rainbow Boulevard

**Bid Number:** 605536-19

**Opening Date:** February 13, 2020

**Design Division Work Order Number:** WD 2014-018

**Bid Amount:** $13,171,721.50

**Actual Total of Items:** $14,823,563.00

**Bid High:** $15,183,377.00

**Bid Low:** $15,392.00

**Bid Average:** $15,593,753.60

**Proposal:** $15,850,000.00

**Contractor:**

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<th>Description</th>
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**ACTUAL TOTAL OF ITEMS:**

$13,171,721.50

**Total Amount:** $14,823,563.00

**Proposal:** $15,183,377.00

**Contractor:**

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**ACTUAL TOTAL OF ITEMS:**

$13,171,721.50

**Total Amount:** $14,823,563.00

**Proposal:** $15,183,377.00

**Contractor:**
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: AWARD OF BID

PETITIONER: DENIS CEDERBURG, DIRECTOR
   CLARK COUNTY 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 CLARK COUNTY PROJECT 135AB1-MVFT; ARTERIAL RECONSTRUCTION 2019 CLARK COUNTY MAINTENANCE, TO CG&B ENTERPRISES FOR $7,928,610.00 (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT: None

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BACKGROUND:

The Regional Transportation Commission of Southern Nevada approved the Supplemental Interlocal Contract on April 11, 2019, to provide funding for construction of Project 135AB1-MVFT, although part of the 2019 Clark County Maintenance project, improvements along Alexander Road, Pecos Road to Puebla Street; and Pebble Road, Eastern Avenue to Pecos Road, were bid separately.

Bids were opened on October 18, 2019, and three bids were received, ranging from $7,928,610.00 to $9,793,000.00. Per Nevada Revised Statute 338.143, staff evaluated the bids and determined the lowest responsive and responsible bidder is CG&B Enterprises, with a bid amount of $7,928,610.00, which is 3.45 percent greater than the engineer’s estimate.

Respectfully submitted,

DENIS CEDERBURG, P.E.
Director of Public Works
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## Project Name: ALEXANDER ROAD, PECOS ROAD TO PUEBLA ROAD & PEBBLE ROAD, EASTERN AVENUE TO PECOS ROAD

## Project Number: R135AB1

## Bid Number: 605341-19

## Opening Date: October 18, 2019

## L Number: L-2218

## Design Division Work Order Number: D2018-011

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**Engineer's Estimate**

**CG&B Enterprises**

**Las Vegas Paving**

**Aggregate Industries**
Project Name: ALEXANDER ROAD, PECOS ROAD TO PUEBLA ROAD & PEBBLE ROAD, EASTERN AVENUE TO PECOS ROAD  
Project Number: R135AB1  
Bid Number: 605341-19  
Opening Date: October 18, 2019  
L Number: L-2218  
Design Division Work Order Number: D2018-011

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## Project Information

- **Project Name:** ALEXANDER ROAD, PECOS ROAD TO PUEBLA ROAD & PEBBLE ROAD, EASTERN AVENUE TO PECOS ROAD
- **Project Number:** R135AB1
- **Bid Number:** 605341-19
- **Opening Date:** October 18, 2019
- **L Number:** L-2218
- **Design Division Work Order Number:** D2018-011

## Bid Abstract

### Itemized List

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REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

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SUBJECT: AWARD OF BID

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

RECOMMENDATION BY PETITIONER:

THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 225A-FTI2; BRADLEY ROAD, WHISPERING SANDS DRIVE TO GRAND TETON DRIVE, TO TAND INCORPORATED FOR $816,632.00 (FOR POSSIBLE ACTION)

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

FISCAL IMPACT: None

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BACKGROUND:

On November 7, 2019, bids were opened for the Bradley Road, Whispering Sands Drive to Grand Teton Drive project. Five bids were received for bid amounts ranging from $816,632.00 to $984,722.03. The recommended best bid is to Tand, Incorporated with a bid amount of $816,632.00, which is 4.7 percent below the engineer’s estimate of $856,968.50. A tabulation of bids is attached.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works
## BID ABSTRACT

**19.74145-JH BRADLEY ROAD - WHISPERING SANDS DRIVE TO GRAND TETON DRIVE**

**Bid Date:** 11/7/19

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City of Las Vegas Bid Abstract  Page 1 of 2
## BID ABSTRACT

**19.74145-JH BRADLEY ROAD - WHISPERING SANDS DRIVE TO GRAND TETON DRIVE**

Bid Date: 11/7/19

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| TOTAL BASE BID AMOUNT | $816,632.00 | $860,000.00 | $899,526.45 | $933,500.00 | $984,722.03 |

% Greater than Lowest Responsive & Responsible Bidder: 5.31%

**Bidder's Preference Received**

- No
- Yes

**Responsive Bidder**

- No
- Yes

**Responsible Bidder**

- No
- Yes

**Department Evaluation Complete**

- No
- Yes

**Award to Low Bidder Recommended**

- No
- Yes

Engineer’s Estimate: $709,062 - $856,970
## BID ABSTRACT

19.74145-JH BRADLEY ROAD - WHISPERING SANDS DRIVE TO GRAND TETON DRIVE

**City of Las Vegas - Finance Department**

**Purchasing & Contracts Division**

495 S. Main Street, 3rd Floor

Las Vegas, Nevada 89101

Bid Date: 11/7/19

### Item No. & Description

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City of Las Vegas Bid Abstract

Page 1 of 2
## BID ABSTRACT

19.74145-JH BRADLEY ROAD - WHISPERING SANDS DRIVE TO GRAND TETON DRIVE

Bid Date: 11/7/19

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**Engineer's Estimate:** $709,062 - $856,970
AGENDA ITEM

SUBJECT: AWARD OF BID

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

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF LAS VEGAS PROJECT 194A-MVFT; SYMPHONY PARK INFRASTRUCTURE: PHASE 2, TO LAS VEGAS PAVING CORPORATION FOR $2,189,000.00 (FOR POSSIBLE ACTION)

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

FISCAL IMPACT: None

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BACKGROUND:

On December 5, 2019, bids were opened for the Symphony Park Infrastructure Phase 2 project. Four bids were received with bid amounts ranging from $2,189,000.00 to $2,599,913.00. The recommended best bid is to Las Vegas Paving Corporation, with a bid amount of $2,189,000.00, which is 9.8 percent greater than engineer’s estimate of $1,974,000.00. A tabulation of bids is attached.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works
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18.60311-JH Symphony Park - Promenade Place & Carson Avenue Offsite Improvements
Bid Date: 12/5/19

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**TOTAL BASE BID AMOUNT**

| Las Vegas Paving Corporation | $2,189,000.00 | Unicon LLC | $2,363,771.38 | Martin Harris Construction Inc | $2,540,908.96 | Tand, Inc. | $2,599,913.00 |

- **% Greater than Lowest Responsive & Responsible Bidder:** 7.98%
- **Bidder’s Preference Received:** No
- **Responsive Bidder:** Yes
- **Responsible Bidder:** Yes
- **Department Evaluation Complete:** Yes
- **Award to Low Bidder Recommended:** Yes

**Engineer’s Estimate:** $1,974,000
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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</table>

RECOMMENDATION BY PETITIONER:
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)

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

FISCAL IMPACT:
None by this action

BACKGROUND:

Two reports are prepared each month 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 #36
May 21, 2020
Consent
METROPOLITAN PLANNING ORGANIZATION  [ ]  TRANSIT [X]  ADMINISTRATION AND FINANCE [ ]

**AGENDA ITEM**

**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**

**SUBJECT:** APPROVE AMENDMENT

**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 AMENDMENT NO. 2 TO CONTRACT NO. 12-081-A, OPERATION AND MAINTENANCE OF FIXED ROUTE SERVICES - LOT A, BETWEEN THE RTC AND MV CONTRACT TRANSPORTATION, INC TO ADD THE ABILITY TO PROVIDE A TEMPORARY PREMIUM PAY INCREASE DURING STATES OF EMERGENCY AND OTHER SPECIAL CONDITIONS, FOR WHICH THE RTC WILL USE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES ACT) FUNDS, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

**GOAL:** SECURE FUNDING FOR EXPANSION, OPERATION, AND MAINTENANCE OF SYSTEMS AND ROUTES

**FISCAL IMPACT:**
None

**BACKGROUND:**
On February 14, 2013, the Regional Transportation Commission of Southern Nevada (RTC) approved Contract 12-081-A, Operation and Maintenance of Fixed Route Services Lot A, with MV Contract Transportation, Inc (MV) for a base contract term of five (5) years, with two (2) two-year options and one (1) one-year option, commencing on July 7, 2013, and was subsequently amended on March 9, 2017.

This recommendation is to approve Amendment No. 2, which will enable the RTC to authorize MV to provide a temporary premium pay increase to bus/vehicle operators during states of emergency and other special conditions. The temporary premium pay will not exceed five percent of the operator’s existing base rate of pay for revenue service hours. The RTC shall also be able to terminate a temporary premium pay increase at its sole discretion upon 24-hour written notice.

In response to the COVID-19 pandemic, the RTC authorized providing MV operators a temporary premium pay increase for revenue service hours effective April 12, 2020 through May 31, 2020. This temporary premium pay increase will use Coronavirus Aid, Relief and Economic Security Act (CARES Act) funds. Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD  
Chief Executive Officer

RTC  Item #37  
May 21, 2020  
Consent
AMENDMENT NO. 2
CONTRACT NO. 12-081-A
OPERATION AND MAINTENANCE OF FIXED ROUTE SERVICES LOT A

This AMENDMENT is made and entered into as of this 21 day of May, 2020, (“Effective Date”), by and between the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, (hereinafter referred to as “RTC”) and MV CONTRACT TRANSPORTATION, INC (hereinafter referred to as “CONTRACTOR”), collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS, the PARTIES entered into Contract No. 12-081-A entitled “Operation and Maintenance of Fixed Route Services Lot A” (hereinafter referred to as “CONTRACT”) dated February 14, 2013, subsequently amended on March 9, 2017; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 disease a pandemic; and

WHEREAS, on March 12, 2020, Nevada Governor Steve Sisolak issued a Declaration of Emergency to facilitate the State’s response to the COVID-19 pandemic; and

WHEREAS, on March 13, 2020, President of the United States Donald J. Trump declared a nationwide emergency pursuant to Sec. 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the “Stafford Act”); and

WHEREAS, the RTC, during certain emergencies and other special conditions, desires to provide bus/vehicle operators a temporary premium pay increase of no more than 5-percent of the bus/vehicle operator’s base rate of pay for Revenue Service hours; and

WHEREAS the PARTIES desire to amend the CONTRACT in order to enable the RTC to approve such a temporary pay increase; and

NOW THEREFORE, in mutual consideration of the mutual covenants, promises, terms and conditions herein, it is mutually agreed by the RTC and the CONTRACTOR to amend the CONTRACT as follows:

AGREEMENT

The Parties, pursuant to Section 525 of the Contract, agree to amend and modify the Contract as follows:

1. A new Subsection (I) is created and added to Section 401 as follows:

(I). **Premium Pay.** The RTC, at its sole discretion, during states of emergency and other special conditions, may authorize the Contractor to pay its bus/vehicle operators a
temporary, not to exceed 5 percent, pay increase to the operator’s existing base rate of pay for Revenue Service hours. Upon written authorization from the RTC, the Contractor will then submit the temporary pay increase for reimbursement as a part of the invoice process outlined in Section 402 (Invoices and Payment). The Contractor will submit the temporary pay increase as a separate line item in the monthly invoices. Such temporary pay increase shall only be valid if first authorized in writing at the sole discretion of the RTC. The RTC shall terminate the temporary pay increase at its sole discretion upon 24-hour written notice.

All other provisions, covenants and conditions of the original CONTRACT shall remain in full force and effect.

**Miscellaneous**

2. **Effect of this Amendment on the Agreement; Interpretation.** The Parties acknowledge and agree that the Agreement has not been amended or modified in any respect, other than as set forth in Section 1 above. This Amendment does not alter, amend, or otherwise modify the terms and conditions of the Agreement, all of which unmodified terms and conditions shall continue in full force and effect.

3. **Dispute Resolution.** If any dispute arises under this Amendment, then such dispute shall be resolved pursuant to the dispute resolution provisions contained in the Agreement.

4. **Counterparts.** This Amendment may be executed in multiple counterparts including .PDF, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

5. **Severability.** If any term or provision of this Amendment shall be adjudicated invalid or unenforceable by a non-appealable order of an arbitrator or court of competent jurisdiction, then the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

6. **Conflicts.** The terms of this Amendment shall control over any conflicts between the terms of the Agreement and the terms of this Amendment.

7. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.

9. **No Party Deemed Drafter.** The Parties agree no Party shall be deemed the drafter of this Amendment and in the event this Amendment is ever construed by an arbitrator or court of competent jurisdiction, such arbitrator or court shall not construe this Amendment or any provision
hereof against any Party as the drafter thereof. Each Party to this Amendment acknowledges that it has contributed substantially and materially in the preparation and negotiation of this instrument.

10. **Additional Actions and Documents.** The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this Amendment.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT as of the Effective Date written above.

MV CONTRACT TRANSPORTATION, INC

By: ________________________

MARIE MEISENBACK GRAUL
Chief Financial Officer

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: ________________________

LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

By: ________________________

RTC LEGAL COUNSEL

ATTEST:

By: ________________________

MARIN DUBOIS
Management Analyst
RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 4 TO CONTRACT NO. 12-081-B, OPERATION AND MAINTENANCE OF FIXED ROUTE SERVICES - LOT B, BETWEEN THE RTC AND KEOLIS TRANSIT SERVICES, LLC TO ADD THE ABILITY TO PROVIDE A TEMPORARY PREMIUM PAY INCREASE DURING STATES OF EMERGENCY AND OTHER SPECIAL CONDITIONS, FOR WHICH THE RTC WILL USE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES ACT) FUNDS, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION, AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:
None

BACKGROUND:
On February 14, 2013, the Regional Transportation Commission of Southern Nevada (RTC) approved Contract 12-081-B, Operation and Maintenance of Fixed Route Services Lot B, with Keolis Transit Services, LLC (Keolis) for a base contract term of five (5) years, with two (2) two-year options and one (1) one-year option, commencing on July 7, 2013, and was subsequently amended on March 9, 2017; March 8, 2018; and March 14, 2019.

This recommendation is to approve Amendment No. 4, which will enable the RTC to authorize Keolis to provide a temporary premium pay increase to bus/vehicle operators during states of emergency and other special conditions. The temporary premium pay will not exceed five percent of the operator’s existing base rate of pay for revenue service hours. The RTC shall also be able to terminate a temporary premium pay increase at its sole discretion upon 24-hour written notice.

In response to the COVID-19 pandemic, the RTC authorized providing Keolis operators a temporary premium pay increase for revenue service hours effective April 12, 2020 through May 31, 2020. This temporary premium pay increase will use Coronavirus Aid, Relief and Economic Security Act (CARES Act) funds. Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

RTC Item #38
May 21, 2020
Consent
AMENDMENT NO. 4
CONTRACT NO. 12-081-B
OPERATION AND MAINTENANCE OF FIXED ROUTE SERVICES LOT B

This AMENDMENT is made and entered into as of this 21 day of May, 2020, ("Effective Date"), by and between the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, (hereinafter referred to as “RTC”) and KEOLIS TRANSIT SERVICES, LLC (hereinafter referred to as “CONTRACTOR”), collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS, the PARTIES entered into Contract No. 12-081-B entitled “Operation and Maintenance of Fixed Route Services Lot B” (hereinafter referred to as “CONTRACT”) dated February 14, 2013, subsequently amended on March 9, 2017; March 8, 2018; and March 14, 2019; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 disease a pandemic; and

WHEREAS, on March 12, 2020, Nevada Governor Steve Sisolak issued a Declaration of Emergency to facilitate the State’s response to the COVID-19 pandemic; and

WHEREAS, on March 13, 2020, President of the United States Donald J. Trump declared a nationwide emergency pursuant to Sec. 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the “Stafford Act”); and

WHEREAS, the RTC, during certain emergencies and other special conditions, desires to provide bus/vehicle operators a temporary premium pay increase of no more than 5-percent of the bus/vehicle operator’s base rate of pay for Revenue Service hours; and

WHEREAS the PARTIES desire to amend the CONTRACT in order to enable the RTC to approve such a temporary pay increase; and

NOW THEREFORE, in mutual consideration of the mutual covenants, promises, terms and conditions herein, it is mutually agreed by the RTC and the CONTRACTOR to amend the CONTRACT as follows:

AGREEMENT

The Parties, pursuant to Section 525 of the Contract, agree to amend and modify the Contract as follows:

1. A new Subsection (I) is created and added to Section 401 as follows:

(I). **Premium Pay.** The RTC, at its sole discretion, during states of emergency and other special conditions, may authorize the Contractor to pay its bus/vehicle operators a temporary, not to exceed 5 percent, pay increase to the operator’s existing base rate of pay for Revenue Service hours. Upon written authorization from the RTC, the Contractor will then submit the
temporary pay increase for reimbursement as a part of the invoice process outlined in Section 402 (Invoices and Payment). The Contractor will submit the temporary pay increase as a separate line item in the monthly invoices. Such temporary pay increase shall only be valid if first authorized in writing at the sole discretion of the RTC. The RTC shall terminate the temporary pay increase at its sole discretion upon 24-hour written notice.

All other provisions, covenants and conditions of the original CONTRACT shall remain in full force and effect.

**Miscellaneous**

2. **Effect of this Amendment on the Agreement; Interpretation.** The Parties acknowledge and agree that the Agreement has not been amended or modified in any respect, other than as set forth in Section 1 above. This Amendment does not alter, amend, or otherwise modify the terms and conditions of the Agreement, all of which unmodified terms and conditions shall continue in full force and effect.

3. **Dispute Resolution.** If any dispute arises under this Amendment, then such dispute shall be resolved pursuant to the dispute resolution provisions contained in the Agreement.

4. **Counterparts.** This Amendment may be executed in multiple counterparts including .PDF, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

5. **Severability.** If any term or provision of this Amendment shall be adjudicated invalid or unenforceable by a non-appealable order of an arbitrator or court of competent jurisdiction, then the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

6. **Conflicts.** The terms of this Amendment shall control over any conflicts between the terms of the Agreement and the terms of this Amendment.

7. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.

9. **No Party Deemed Drafter.** The Parties agree no Party shall be deemed the drafter of this Amendment and in the event this Amendment is ever construed by an arbitrator or court of competent jurisdiction, such arbitrator or court shall not construe this Amendment or any provision hereof against any Party as the drafter thereof. Each Party to this Amendment acknowledges that it has contributed substantially and materially in the preparation and negotiation of this instrument.

10. **Additional Actions and Documents.** The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this Amendment.
IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT as of the Effective Date written above.

KEOLIS TRANSIT SERVICES, LLC

By: ______________________
   ALINE FRANTZEN
   Chief Executive Officer

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: ______________________
   LAWRENCE L. BROWN III
   Chairman

APPROVED AS TO FORM:

By: ______________________
   RTC LEGAL COUNSEL

ATTEST:

By: ______________________
   MARIN DUBOIS
   Management Analyst
RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 04 TO CONTRACT 17-050DS, DESIGN SERVICES FOR THE INTEGRATED BUS MAINTENANCE FACILITY (IBMF) BUS WASH UPGRADES PROJECT, TO HDR ENGINEERING, INC. TO ADD ADDITIONAL WORK TO THE SCOPE OF SERVICES, INCREASE FUNDING BY $3,822.90, EXTEND THE TERM OF THE CONTRACT TO SEPTEMBER 30, 2020, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:
Funds in the amount of $3,822.90 are budgeted and available in the Transit Fund for Fiscal Year 2021.

BACKGROUND:
On May 8, 2017, the Regional Transportation Commission of Southern Nevada (RTC) approved staff’s recommendation to award Contract 17-050DS, Design Services for the Bus Wash Upgrades project at the Integrated Bus Maintenance Facility (IBMF) site, and subsequent amendments dated January 11, 2018; June 20, 2018; and September 12, 2019, to HDR Engineering, Inc.

Amendment No. 04 will amend the scope of services Exhibit A, Task 5 to include additional construction administration services; increase funding by adding $3,822.90 to the amended $185,397.95 contract amount, for a revised not-to-exceed amount of $189,220.85; and extend the term of the contract from June 30, 2020 to September 30, 2020.

Staff recommends of approval of this amendment.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer
AMENDMENT NO.04
CONTRACT NO. 17-050DS
IBMF BUS WASH IMPROVEMENTS DESIGN SERVICES

This AMENDMENT is made and entered into as of this 21st day of May 2020, ("Effective Date"), by and between the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, (hereinafter referred to as “RTC”) and HDR ENGINEERING, INC., collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS, the PARTIES entered into CONTRACT entitled “17-050DS IBMF Bus Wash Improvements Design Services” (hereinafter referred to as “CONTRACT”) dated May 8, 2017; and subsequent amendments dated January 11, 2018; June 20, 2018 and September 12, 2019; and

WHEREAS, the PARTIES desire to amend the CONTRACT in order to add additional work to the scope of services, amend the cost, and extend the term of the CONTRACT;

NOW THEREFORE, in mutual consideration of the mutual covenants, promises, terms and conditions herein, it is mutually agreed by the RTC and the CONSULTANT to amend the CONTRACT as follows:

AGREEMENT

The Parties, pursuant to SECTION E-27 of the CONTRACT, agree to modify the CONTRACT as follows:

1. EXHIBIT A – SCOPE OF SERVICES Task 2b Construction Documents (100%) and Permitting

Add:

TASK 5 City of North Las Vegas requested the RTC install in-ground trench drains at the entry and exit of the Paratransit Bus Wash Building to catch all nuisance water at the IBMF.

2. SECTION B-3 PRICE/COST/DELIVERABLE (B):

Delete:

The not-to-exceed amount for this contract is $185,397.95. This amount includes a 10 percent Owner Allowance of $12,391.85.

Replace with:

The not-to-exceed amount for this contract is $189,220.85. This amount includes a 10 percent Owner Allowance of $12,391.85.
3. B-5 CONTRACT TERM

Delete:

Performance Period The base contract term commences from **May 18, 2017 to June 30, 2018**, unless extended through mutual written agreement by both parties.

Replace with:

Performance Period The base contract term commences from **May 18, 2017 to September 30 2020**, unless extended through mutual written agreement by both parties.

All other provisions, covenants and conditions of the original CONTRACT shall remain in full force and effect.

**Miscellaneous**

4. **Effect of this Amendment on the Agreement; Interpretation.** The Parties acknowledge and agree that the Agreement has not been amended or modified in any respect, other than as set forth in Sections 1 - 3 above. This Amendment does not alter, amend, or otherwise modify the terms and conditions of the Agreement, all of which unmodified terms and conditions shall continue in full force and effect.

5. **Dispute Resolution.** If any dispute arises under this Amendment, then such dispute shall be resolved pursuant to the dispute resolution provisions contained in the Agreement.

6. **Counterparts.** This Amendment may be executed in multiple counterparts including .PDF, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

7. **Severability.** If any term or provision of this Amendment shall be adjudicated invalid or unenforceable by a non-appealable order of an arbitrator or court of competent jurisdiction, then the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

8. **Conflicts.** The terms of this Amendment shall control over any conflicts between the terms of the Agreement and the terms of this Amendment.

9. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.
11. **No Party Deemed Drafter.** The Parties agree no Party shall be deemed the drafter of this Amendment and in the event this Amendment is ever construed by an arbitrator or court of competent jurisdiction, such arbitrator or court shall not construe this Amendment or any provision hereof against any Party as the drafter thereof. Each Party to this Amendment acknowledges that it has contributed substantially and materially in the preparation and negotiation of this instrument.

12. **Additional Actions and Documents.** The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this Amendment.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT as of the Effective Date written above.

HDR ENGINEERING INC.

By: R. BRADLEY MARTIN
    SENIOR VICE PRESIDENT

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: LAWRENCE L. BROWN III
    Chairman

APPROVED AS TO FORM:

By: RTC Legal Counsel
    MARIN DUBOIS
    Management Analyst

ATTEST:

By: Management Analyst
REGIONAL 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) APPROVE CONTRACT NO. 17-066-1, SPECIALIZED MEDICAID MOBILITY SERVICES, WITH SUNRISE ADULT DAY CARE, LLC FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021 IN THE NOT-TO-EXCEED AMOUNT OF $475,200.00, WITH ONE ONE-YEAR OPTION, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)</td>
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<td><strong>GOAL:</strong> SECURE FUNDING FOR EXPANSION, OPERATION, AND MAINTENANCE OF SYSTEMS AND ROUTES</td>
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**FISCAL IMPACT:**
Funds in the amount of $475,200.00 are budgeted and available in the Transit Fund for Fiscal Year 2021. 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) issued Request for Applications No. 17-066-1 on March 11, 2020 for qualified companies to provide paratransit transportation to clients who are Americans with Disabilities Act (ADA) certified through the RTC. Eligible rides are limited to: (1) transportation for Medicaid eligible services to residential care facilities and (2) transportation for Medicaid eligible services to adult daycares. One company submitted an application. The evaluation committee has completed its technical review of the application submitted and determined that Sunrise Adult Day Care, LLC (Sunrise) provides the services needed to transport these ADA clients while reducing the demand on RTC Specialized Services.

Staff has negotiated an acceptable contract with Sunrise in the amount not-to-exceed $475,200.00 for the period from July 1, 2020 through June 30, 2021, with one one-year option.

Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

RTC Item #40
May 21, 2020
Consent
CONTRACT NO. 17-066-1

Between

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

and

SUNRISE ADULT DAY CARE, LLC

for

SPECIALIZED MEDICAID MOBILITY SERVICES
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CONTRACT NO. 17-066-1  
SPECIALIZED MEDICAID MOBILITY SERVICES  
SUNRISE ADULT DAY CARE, LLC  

This Contract (CONTRACT) is made and entered into this 21st day of May, 2020, by and between the Regional Transportation Commission of Southern Nevada (RTC), whose primary address is 600 South Grand Central Parkway, Las Vegas, Nevada 89106, and Sunrise Adult Day Care, LLC (CONTRACTOR), whose primary address is 3930 Leon Avenue Suite 130, Las Vegas, Nevada 89130.

ARTICLE 1 — DEFINITIONS AND INTRODUCTORY PROVISIONS

SEC. 101 DEFINITIONS

As used in this Contract:

1) **Adequate, Appropriate, Proper, Sufficient.** The terms “Adequate, Appropriate, Proper, Sufficient”, or variations thereof as used throughout this Contract, mean performing work or duties under the Contract in accordance with the standards and requirements of the Contract Documents and in accordance with the standards and requirements generally accepted as standards in the transit industry.

2) **Americans with Disabilities Act of 1990 (ADA).** The terms “Americans with Disabilities Act of 1990” or “ADA” mean the statute enacted by the United States Congress as Public Law Number 101-336.

3) **ADA Paratransit Services.** The term “ADA Paratransit Services” means transit services that are available to persons certified for American Disabilities Act (ADA) Paratransit Services for a published fare and that operate on a demand basis.

4) **Addendum.** The term “Addendum” means a written revision to the Request for Proposals document, issued to all Prospective Proponents.

5) **Cap.** The term “Cap” refers to the number of allowable trips per client, per month.

6) **Commencement Date.** The term “Commencement Date” means the date identified in the Notice to Proceed on which the Contractor assumes responsibility for Revenue Service under this Contract.

7) **Company.** The term “Company” means an individual, partnership or corporation that is responsible for the performance of services under the contract awarded by the Commission or its authorized representative.
8) **Contract.** The term “Contract” means the terms and conditions that substantially conform to the RFP’s Sample Contract that will be finalized through negotiation and executed by the Company and the RTC.

9) **Contract Documents.** The term “Contract Documents” means this Contract and the Attachments and Forms attached hereto which collectively constitute the obligations of the Contractor, set forth hereafter in their order of precedence.

10) **Contractor.** The term “Contractor” means Sunrise Adult Day Care, LLC, the entity entering into this Contract with the RTC to provide the services described in the Contract Documents.

11) **Days.** The term “Days” means regular business days of the RTC (Monday-Thursday), unless otherwise specifically indicated.

12) **Deliverable.** The term “Deliverable” means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide the RTC under the terms of the Contract.

13) **Demand Ride.** The term “Demand Ride” means any trip scheduled that is not consistent or repetitive.

14) **Digital Surveillance System.** The term “Digital Surveillance System” means the on-board camera system provided by the RTC in each Supplemental Medicaid Transportation Services Vehicle for recording video and audio events. The RTC currently uses Safety Vision, Model 4CSDSS recorders. Contractor will purchase on a one-time fee per system basis, a software license for the surveillance system installed on each Supplemental Medicaid Transportation Services Vehicle to allow the Contractor exclusive rights to the video/audio data.

15) **Eligible Ride.** The term “Eligible Ride” means rides to include: (1) transportation for Medicaid eligible services to residential care facilities; (2) transportation for Medicaid eligible services to adult daycares; (3) Medicaid eligible rides inside the RTC service area; and (4) Medicaid eligible rides for clients authorized by the RTC.

16) **Facilities.** The term “Facilities” means structures and grounds to be used by the Company in providing services under the Contract.

17) **Federal Transit Administration (FTA).** The term “Federal Transit Administration (FTA)” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

18) **Global Positioning System (GPS).** The term “Global Positioning System” or “GPS” means the satellite navigation system that provides location and time information in all weather conditions anywhere on or near the earth. The RTC will provide and
install the GPS equipment. The Contractor will pay the monthly subscription fee for
the GPS.

19) **Governing Body of the Regional Transportation Commission of Southern Nevada.** The term “Governing Body of the Regional Transportation Commission of Southern Nevada” or “RTC Governing Body” refers to the elected representatives of the entities of Clark County, Nevada, including the County of Clark and the cities of Las Vegas, North Las Vegas, Henderson, Boulder City, and Mesquite, who make up the voting membership of the Regional Transportation Commission of Southern Nevada, and the Director of the Nevada Department of Transportation, who serves as an ex officio member.

20) **Key Personnel.** The term “Key Personnel” means the following Contractor personnel: the Project Manager, Operations Manager, and Safety and Security Manager.

21) **Liquidated Damages.** The term “Liquidated Damages” refers to the monetary assessment that will be deducted from the providers invoice for (a) providing service that is not Medicaid eligible and/or (b) Providing rides beyond the allowable 46 ride cap.

22) **Manifest.** The term “Manifest” means the list of passenger trips to be carried out on Supplemental Medicaid Transportation Services, and includes, at a minimum, the following information: customer name, pickup and drop-off addresses, pickup time, and trip identification number, and to the extent applicable, equipment used by the passenger, authorization for a Personal Care Attendant (PCA), number of guests, payment status, and special instructions (such as directions or conditions). A Manifest may be either electronic or printed.

23) **MTM (Medicaid Transportation Management).** The term MTM refers to the state of Nevada’s Medicaid non-emergency transportation (NET) broker for Medicaid recipients.

24) **Personal Care Assistant (PCA).** The term “Personal Care Assistant (PCA)” means an individual who travels with an ADA eligible rider to assist that person. This may either be an employee of the eligible rider, a relative, a friend, or a care provider. The ADA defines a personal care assistant or attendant as someone designated or employed specifically to help the eligible individual meet his or her personal needs. The PCA must have the same origin and destination points as the eligible individual.

25) **Regional Transportation Commission.** The terms “Regional Transportation Commission”, “RTC”, and “Commission” mean the Regional Transportation Commission of Southern Nevada, the designated Metropolitan Planning Organization for Clark County, Nevada or its authorized representative.
26) **RTC General Manager.** The term “RTC General Manager” means the General Manager of the RTC or the person designated in writing by the RTC General Manager to carry out his or her duties under this Contract.

27) **RTC Project Manager.** The term “RTC Project Manager” means the individual designated by the RTC General Manager to administer the RTC’s responsibilities under this Contract or the person designated by the RTC Project Manager to carry out his or her responsibilities under the Contract.

28) **Schedule.** The term “Schedule” means the sequence of a Manifest, which instructs a vehicle operator regarding required pickup and drop off times.

29) **Service Area.** The term “Service Area” is defined in the following link: [http://www.rtcsnv.com/transit/paratransit/paratransit-service-area/](http://www.rtcsnv.com/transit/paratransit/paratransit-service-area/)

30) **Trip.** The term “Trip” means the one-way movement of one client, on an SMMS vehicle from that client’s pickup location to his or her drop-off location as designated on the vehicle operator’s Manifest.

31) **Trip Edit.** The term “Trip Edit” means the function of confirming that all Manifest data is reconciled between electronic field entries and Manifest recorded data, and correcting any information that is not properly entered through a manual reconciliation process of validating times, odometer readings, passenger counts, and fares against an error for each run.

**SEC. 102 GENERAL OBLIGATIONS OF THE PARTIES**

A. **In General.** The Contractor shall manage and operate Supplemental Medicaid Transportation Services, and provide, operate, and maintain all Vehicles necessary to accomplish its obligations under this Contract. The Contractor shall also provide an appropriately trained workforce, and provide equipment and materials needed to operate the Supplemental Medicaid Transportation Services Vehicles as required by the Contract.

B. **Contractor’s Responsibilities.** The Contractor’s performance shall be in accordance with the obligations of this Contract and the Attachments and Forms attached hereto. The Contractor’s responsibilities shall include the following:

   (1) Administrative and Operations Responsibilities

   (a) Meet all operations, equipment, and maintenance requirements established by this Contract.

   (b) Provide transit service in accordance with the Contract.
(c) Meet performance and safety standards, as set forth in this Contract.

(d) Provide properly trained, qualified personnel having management and operations expertise necessary to operate the Supplemental Medicaid Transportation Services and to administer personnel matters regarding the Contractor’s employees.

(e) Meet employee hiring and training standards as specified in this Contract.

(f) Provide for the acquisition (by purchase or lease) of the Vehicles needed to support the SMMS and provide for the registration, insurance, maintenance, fueling, repair, and all other associated costs relating to the Vehicles.

(g) Maintain all equipment and Supplemental Medicaid Transportation Services Vehicles in accordance with this Contract, including the proper maintenance, operation, and usage of the Communications System.

(h) Provide appropriate office and facilities in accordance with this Contract. The Contractor shall be responsible for all costs associated with office and/or facilities including all computers, including hardware, software, and peripherals, all furniture, and all copiers and fax capabilities.

(i) Provide properly trained and qualified personnel in sufficient quantities to dispatch Supplemental Medicaid Transportation Services vehicles and provide all other dispatch functions.

(j) Maintain written and verbal communications with the RTC to the satisfaction of the RTC Project Manager or his/her designee.

(k) Comply with and/or assist with the RTC’s monitoring and auditing programs, including Title VI submittals. Assist with the RTC’s ongoing programs, including origin-destination surveys, onboard data trip surveys, and other ridership and customer satisfaction surveys that may be periodically undertaken.

(l) Respond promptly and precisely to the RTC’s requests for information according to the schedule set by the RTC.

(m) File all operating, financial, and performance reports and invoices in accordance with this Contract in order to allow the RTC to review their content in a timely manner.
(n) Provide appropriately trained and qualified Safety personnel to investigate accidents and unsafe practices in a timely manner, and provide reports of those investigations to the RTC in accordance with this Contract.

(o) Provide insurance coverage and indemnification as required in this Contract.

(p) Immediately report to the RTC any accidents, including passenger accidents, or any other non-routine event or operational deviation, in accordance with this Contract.

(q) Provide appropriate security measures in compliance with Federal and State laws and regulations and cooperate with law enforcement agencies regarding security activities on board vehicles and elsewhere.

(r) Provide a vehicle communication system for vehicle operators to maintain communications with dispatch.

(s) Perform Trip Edit data entry to reconcile all Manifest information for Supplemental Medicaid Transportation Services trips with adequate staff to ensure that all data required by the RTC is correctly validated and reconciled into the Trapeze PASS system.

(t) Refer all RTC-related media inquiries to the designated RTC representative, and cooperate in providing public information through the RTC.

(u) Provide appropriate access, control, and security for all of the RTC property under the Contractor’s control under this Contract.

(v) Notify the RTC Project Manager of any issues or concerns in proposed SMMS expansions, alterations, and/or reductions in service in a timely manner. This notification can be verbal but must also be submitted in writing.

(w) Comply with all FTA drug and alcohol testing requirements and assist the RTC in auditing and monitoring compliance with those requirements.

(x) Comply with the Equal Employment Opportunity (EEO) Program and with FTA’s EEO Program Guidelines.

(y) Comply with all applicable Federal, State, and local laws and regulations.
(z) Receive calls from customers inquiring about the trip status of their scheduled rides.

(aa) Develop a fire and emergency evacuation plan in accordance with local ordinances of the applicable jurisdictions in which the Facilities are located.

2 Vehicles and Maintenance

(a) Maintain Supplemental Medicaid Transportation Services Vehicles in accordance with all federal, state and local regulations and manufacturer suggested requirements.

C. **RTC’s Responsibilities**

The RTC’s responsibilities include the following:

1. Establish and periodically evaluate all policies regarding the operation and performance of Supplemental Medicaid Transportation Services.

2. Establish and evaluate fare policies and fare structure, and review and evaluate ridership trends.

3. Communicate with the Contractor, the media, and the public.

4. Administer and monitor this Contract, audit the Contractor’s books, records, and accounts, and evaluate and inspect the Contractor’s work for contract compliance.

5. Determine compliance with Contract requirements and assess liquidated damages as appropriate.

6. Investigate unsafe practices as the RTC deems appropriate.

7. Comply with all Federal, State, and local laws and regulations.

8. Prepare for and provide official notice of all meetings, including those for which the Contractor is responsible for the presentation of informational items.

9. Provide the equipment, tools, and materials, which are specifically designated as RTC’s responsibility in this Contract, including GPS, and scheduling and dispatch software.
(10) Report to the RTC Governing Body on the Contractor’s performance with regard to system performance, maintenance, and safety.

(11) Communicate information concerning deficiencies in service to the Contractor in a timely manner.

(12) Pay the Contractor for services rendered as provided in this Contract.

(13) Provide access to Trapeze Software for Contractor’s Scheduling and Trip Edit staff through a Citrix internet connection.

SEC. 103 REPRESENTATIONS, WARRANTIES, AND STANDARD OF PERFORMANCE

A. Contractor Representations and Warranties. The Contractor represents, warrants, and covenants as follows:

(1) Maintenance of Licenses and Permits. The Contractor and its subcontractors have, and through the Contract Term shall maintain, all required licenses, permits, status, professional ability, skills and capacity to perform the Work in accordance with the requirements of the Contract Documents.

(2) Laws, Regulations, and Governmental Approvals. The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the condition of any required governmental approvals, prior to entering into this Contract. The Contractor acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in compensation on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

(3) Legal Proceedings. The Contractor warrants that, as of the date the Contractor executed this Contract, there were no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations. In the event that an action is initiated or threatened by or against the Contractor that is likely to have an adverse effect on the Contractor’s ability to perform its obligations under this Contract, the Contractor shall notify the RTC within fourteen (14) calendar days of the initiation or threat of such action.

(4) Status and Authority. The Contractor is an entity duly organized and
licensed to do business in the State of Nevada, with all requisite power to own its
properties and assets and carry on its business as now conducted or proposed to
be conducted.

B. **Standard of Performance.** The Contractor shall perform the Work diligently, carefully,
and in a timely and professional manner, in accordance with the standards and
requirements in the Contract Documents and in accordance with standards and
practices generally accepted as standards of the industry; and shall have and maintain
all required authority, licenses, professional ability, skills, personnel, and capacity to
perform its obligations under this Contract. The Contractor shall perform all Work in its
own name and as an independent contractor and not in the name of, or as an agent for,
the RTC.

**SEC. 104 NOTICES AND TERM OF CONTRACT**

A. **Contract Term.** The performance period will be from July 1, 2020 to June 30, 2021,
with one (1), one-year options to renew.

B. **Submissions.** Within ten (10) calendar days after receipt of the NTP, the Contractor
shall submit to the RTC for its review and approval the following plans and programs
specific to the RTC account: (1) the Drug and Alcohol Policy Program; (2) the EEO
Program/Affirmative Plan; and (3) the Safety, Security, and Emergency Management
Program, including the System Security and Emergency Preparedness Plan (SSEPP), the
All Hazards Plan, the System Safety Program Plan (SSPP), and the Workforce Safety
Plan/Program.

C. **Contract Type.** The Contract type is not-to-exceed. This is a Non-exclusive Contract.

**ARTICLE 2 — PERSONNEL REQUIREMENTS**

**SEC. 201 GENERAL REQUIREMENTS FOR CONTRACTOR PERSONNEL**

A. **In General.** The Contractor shall be responsible for providing qualified personnel
capable of performing all of Contractor’s responsibilities and obligations under this
Contract. The total number and qualifications of personnel necessary for operations and
other service requirements shall be in accordance with this Contract and with the
Contractor’s Staffing and Personnel Plan, set forth in **Attachment D – Staffing Plan.**

B. **Key Personnel.**

(1) **Key Personnel List.** In order to manage and perform the service required by
this Contract, the Contractor will provide and maintain throughout the Contract Term,
the following minimum dedicated Key Personnel positions:
(a) Project Manager.

(b) Operations Manager.

(c) Safety and Security Manager.

Persons who fill the Key Personnel positions must have demonstrated experience for the positions they fill. Key personnel may also fulfill other management or supervisory functions within the scope of this Contract consistent with the Contractor’s Personnel and Staffing plan.

C. **Project Manager.** The Contractor’s Project Manager shall supervise the day-to-day operation of the service, as well as the management of the project’s accounts and operating records. The Project Manager or individuals designated by the Contractor shall be available by telephone or in person during all hours of operations to make decisions as necessary at the request of the RTC.

D. **RTC Project Manager.** All notices and communications required to be submitted by the Contractor under this Contract shall be submitted to the RTC Project Manager.

**SEC. 202 PERSONNEL PERFORMANCE STANDARDS AND REQUIREMENTS**

A. **Personnel Standards.** The Contractor shall require that all personnel providing any services for the RTC under this Contract maintain a professional, courteous attitude toward SMMS customers, including answering to the best of their abilities all passenger questions (including questions about schedules) and performing other tasks as directed. The Contractor shall use appropriate employee screening and selection criteria (including the hiring standards set forth in this Section) to assure the employment of the best-qualified applicants available, emphasizing competence, reliability, and good customer service skills. Promptly upon the RTC’s request, the Contractor shall remove from any work under this Contract any employee who the RTC considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by the RTC.

B. **Personnel Policies.**

(1) **General Requirement.** The Contractor shall follow its personnel program and policies in carrying out recruitment, hiring, training, and performance reviews, as set forth in its Staffing and Personnel Plan. The Contractor shall comply with its Staffing and Personnel Plan throughout the term of this Contract. The Contractor shall give written notice to the RTC of any material changes in its personnel program and policies.
(2) Compliance with Applicable Law. The Contractor’s personnel policies and personnel wages and work hours shall be in accordance with applicable local, State, and Federal laws and regulations.

(3) Background Checks and Hiring Standards.

(a) 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 checks of all positions, especially those positions to be considered safety-sensitive in nature. The RTC considers all positions to be safety-sensitive unless they are administrative in function only.

(b) The background checks conducted by Contractor shall be in accordance with RTC standards and applicable Federal and State law, and shall include the use of a licensed background check vendor to carry out criminal background checks and personal credit history reviews (as applicable). Criminal background checks must include arrest and conviction records (county, state, and nationwide) for all jurisdictions in which the applicant has resided in the previous ten (10) years.

(c) Any decision regarding whether or not to hire an individual on the basis of a prior felony or misdemeanor conviction record shall be made by the Contractor on a case-by-case basis, taking into account the nature and gravity of the criminal offense committed by such individual, the relationship of such offense to the nature and requirements of the job involved, considerations of business necessity, the time elapsed since the commission of the offense and/or the completion of the sentence, and other relevant considerations set forth in applicable EEOC guidance.

(d) The Contractor shall ensure that employees are tested in accordance with the FTA Alcohol and Drug Testing Regulations, including: pre-employment, reasonable cause, return to duty, post-accident, and random testing. The Contractor shall also comply with the FTA’s minimum requirements for random testing for illegal drug use of twenty-five percent (25%) of safety sensitive employees on an annual basis, and random testing for alcohol misuse of ten percent (10%) of safety-sensitive employees on an annual basis, in accordance with 49 CFR Part 655. The Contractor shall adjust annual random testing rates to comply with any future amendments to the Federal requirements.

(e) The Contractor shall maintain all records relating to background checks conducted on all employees providing services under this Contract. For purposes of audit and oversight by the RTC, and unless prohibited by law, the Contractor shall make all background check
records and information available to RTC representatives for the periods and at the location specified in Section 504 of this Contract.

C. **Staffing Levels.** The Contractor shall employ and provide, throughout the Contract Term, adequate staffing to perform the services in accordance with this Contract.

D. **Training.**

1. **General Requirement.** The Contractor shall be responsible for implementing all aspects of its Training Program throughout the term of the Contract. Training shall include courses and instruction in all aspects of the operation and maintenance of services under this Contract.

2. **Drug and Alcohol.** The Contractor shall require that all safety-sensitive employees, as defined by the FTA, complete drug and alcohol training in accordance with 49 CFR Part 655. In addition, the Contractor shall provide a Drug and Alcohol Program Manager who has been trained, through a FTA-approved Drug and Alcohol Program Management course, within ninety (90) days after receipt of the NTP, or as soon thereafter as practical, based on course availability.

3. **Required Safety and Security Training.** The Contractor shall provide the following safety and security training, including annual refresher training, maintained in a separate employee file:

   a. Emergency Response training for all employees.

   b. National Incident Management System (NIMS) training and Incident Command System (ICS) training for all employees, position specific (minimum of ICS 100 and 200 for all positions).

   c. Training in RTC and Contractor policies, procedures, and protocols, including safety, security, and incident response plans for all employees, position appropriate.

   d. Security orientation/awareness training for all employees, position appropriate.

   e. Terrorism training, recognition, reaction and awareness training; and Improvised Explosive Devices & Weapons of Mass Destruction training; and counter-terrorism training, for all employees, position appropriate.

   f. Occupational Safety and Health (OSHA) required training (i.e. OSHA Training, PPE, Drug-Free Workplace, Lock Out Tag Out, Confined Spaces, Hazardous Communications, etc.).
(g) Sensitive Security Information (SSI) training, (position/function appropriate), in accordance with 49 CFR Part 1520.

(4) Dispatcher Training. The Contractor shall be responsible for training its dispatchers on all aspects of its Training Program throughout the term of the Contract. Training shall include courses and instruction on (a) Accident/Incident procedures; (b) Transit safety, security, and incident command system procedures.

(5) Costs of Training. The Contractor acknowledges and agrees that all costs of training required for this Contract are to be borne by the Contractor.

E. Uniforms

(1) General Requirement. The Contractor shall cause all vehicle operators to be attired in such uniforms or clothing as specified by the Contractor. Such clothing shall display the service logo or name. The cost of such uniforms shall be borne by the Contractor.

(2) Cost of Uniform Changes. Any cost associated with a change in uniforms proposed by the Contractor shall be borne by the Contractor.

F. Labor Productivity. The Contractor shall promote productivity and efficiency in carrying out this Contract by implementing strategies that serve to maximize efficiency of the employee workforce.

G. Passenger Comments. The Contractor shall assure that all project personnel report all passenger comments and any operational problems to the Contractor. The logging of comments shall include a written description of each comment. The Contractor shall respond to passenger comments in accordance with the Contractor's Enactment and Customer Service Plan.

H. Limitation. The Contractor should not enter into a labor contract with its workforce for a longer term than the base term of this Contract with the RTC.

SEC. 203 VEHICLE OPERATORS

A. General Requirement. The Contractor shall employ and maintain, throughout the Contract Term, a level of vehicle operators sufficient to meet the SMMS requirements. All operators shall be fully trained and qualified to operate the vehicles for the services provided under this Contract.

B. Requirements for Operators. The Contractor shall have rules and requirements in place and provide such rules and requirements to each vehicle operator to insure that
each operator employed by the Contractor satisfies the following requirements:

(1) Each vehicle operator shall have a valid Nevada Commercial Driver’s License as well as any other licenses required by applicable local, State, and Federal laws and regulations.

(2) Each vehicle operator shall be subject to periodic as well as random testing related to drug and alcohol use conducted by the Contractor in accordance with applicable Federal laws and regulations. A summary report of drug testing results (exclusive of individual test results) will be provided to the RTC as requested. Any vehicle operator who does not pass a medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol or drug use shall not be permitted to operate any vehicle used to provide service under this Contract.

(3) Vehicle operators shall have completed the Contractor’s Training Program and shall be fully trained in defensive driving and vehicle handling in accordance with an approved defensive driving program, prior to operating any vehicle in Supplemental Medicaid Transportation Services. The Contractor shall also maintain ongoing training for vehicle operators.

(4) Adequate numbers of fully-qualified vehicle operators shall be available as back-up operators during all operating hours to ensure consistent and reliable service.

(5) Vehicle operators shall be trained in, and be cognizant of, all operational procedures relating to the Supplemental Medicaid Transportation Services, including but not limited to a thorough knowledge of the service area and street network, and the Communications System. The Contractor is responsible for updating on a regular basis the knowledge of its vehicle operators regarding new or extended streets, new developments or complexes, and points of interest.

(6) Vehicle operators must immediately report to the Contractor any traffic accident, passenger accident, or other non-routine event.

C. **Hiring Principles**

(1) **Satisfactory Driving Record.** The Contractor shall not employ any person as a vehicle operator whose driving record does not meet the standards of the Contractor’s Staffing Plan. The driving record and background check information shall be compiled and verified in conjunction with Section 202(B)(3) and paragraph (3) of this subsection.

(2) **Employment Experience.** Prior to offering employment to any person as a vehicle operator, the Contractor shall obtain from each such person detailed information concerning such person’s employment experience, driving record,
professional driving experience, motor vehicle violations and accidents, criminal history, personal and character references, and complaints filed against such person in the course of any employment as a professional driver, whether by any bus service provider or otherwise. The Contractor shall investigate and verify the accuracy of the information obtained from all job applicants.

(3) **Background Checks and Re-Checks.** The Contractor shall perform the background checks described in Section 202(B)(3) prior to offering employment to any person as a vehicle operator. The background check will include, at a minimum, a Motor Vehicle Record (MVR) report and a report from a licensed background check vendor. The Contractor shall perform a MVR re-check every year of each operator and other employee in a safety-sensitive position within thirty (30) calendar days of the anniversary of the employee’s individual hiring date, and shall perform complete background checks on all such employees at least every four (4) years. The Contractor will provide RTC a summary report for all background checks and re-checks performed on a monthly basis.

D. **Training Program.**

(1) **Components of Operator Training.** The Contractor shall conduct training for vehicle operators in accordance with its approved Training Program, which must include both classroom and behind the wheel training for newly hired employees and contain, at a minimum, the following components:

(a) Nevada Commercial Driver’s License as well as any other licenses required by applicable local, State, and Federal laws and regulations, driving, and testing preparation;
(b) Passenger Empathy and Sensitivity;
(c) Blood Borne Pathogen procedures;
(d) Local geography familiarization;
(e) Route familiarization;
(f) Customer courtesy and problem resolution;
(g) Safety, bus maneuvering, defensive driving and accident procedures;
(h) Transit security and incident command system procedures;
(i) Communications Systems;
(j) Recognition of and sensitivity to elder abuse; and
(k) Effects and consequences of prohibited drug use on personal health, safety, and the work environment, including addressing signs and symptoms that may indicate drug use.

(2) **Refresher Training.** The Contractor shall provide one (1) refresher training meeting for veteran drivers on an annual basis, which shall include relevant matters pertaining to RTC policies and procedures and customer relations. RTC staff may attend any such refresher training meeting.
ARTICLE 3 — OPERATIONS AND MAINTENANCE RESPONSIBILITIES

SEC. 301 OPERATING PERFORMANCE STANDARDS

A. **Operation of Vehicles.** All Contractor-provided vehicles shall be operated in accordance with all applicable local, State, and Federal laws and regulations with regard to safety, comfort, and convenience of passengers and the general public.

B. **Adherence to Schedule.** All Supplemental Medicaid Transportation Services shall be provided as scheduled or according to any adjusted schedule established by the Contractor. The Contractor shall ensure that the direction, loading, departure, and general performance of Supplemental Medicaid Transportation Services Vehicles are coordinated to ensure adherence to schedules.

SEC. 302 VEHICLE MAINTENANCE

A. **Vehicle Compliance.** The Contractor shall maintain all Supplemental Medicaid Transportation Services Vehicles and Support Vehicles in accordance with the manufacturer’s specifications and standards and all local, State, and Federal requirements for safety.

SEC. 303 VEHICLES – CLEANING AND APPEARANCE

The Contractor shall be responsible for the appearance of all Supplemental Medicaid Transportation Services and Support Vehicles and shall maintain the cleanliness of vehicles in accordance with the Contractor’s Vehicle Maintenance Plan.

SEC. 304 EQUIPMENT

The Contractor shall be responsible for (1) the rental or purchase of any necessary additional equipment (including tools) which the Contractor believes is necessary or appropriate to carry out its duties under this Contract; and (2) the costs of maintaining all equipment.

SEC. 305 FARE STRUCTURE

A. **In General.** The RTC shall determine the fare rate and fare structure for services under the SMMS. The RTC reserves the right, in its discretion, to implement any fare adjustments deemed appropriate, subject to any required public hearing process. The Contractor shall be responsible for implementing and complying with the RTC’s fare policy and structure.
B. **Methods of Payment**

(1) **Acceptable Methods of Payment.** Customers must be eligible for Medicaid transportation and therefore are not required to pay a fare. Eligible Medicaid transportation requires authorization from the state of Nevada’s non-emergency transportation broker; MTM.

(2) **Monitoring of Payment Requirements.** It is the contractor’s responsibility to get preauthorization from MTM for each Medicaid trip; to include a unique Medicaid Trip Id. Contractors will not be reimbursed for trips deemed ineligible for Medicaid reimbursement.

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SEC. 306 **SYSTEM SECURITY AND EMERGENCY PREPAREDNESS**

A. **In General.** The Contractor shall be responsible for the safety and security of the passengers, systems, and equipment provided by the RTC for the Contractor’s use, and for providing a safe workplace for its employees. The Contractor shall work cooperatively with RTC staff, other contractors, and local, State and Federal representatives in developing, implementing and security procedures described in this Section. The Contractor shall comply with its approved Safety, Security, and Emergency Management Program and shall adhere to all local, State and Federal requirements for transit system safety, security, and emergency preparedness. The Contractor’s Safety, Security, and Emergency Management Program will be complementary to RTC’s Emergency Response, Safety and Communications Plans (e.g., System Security and Emergency Preparedness; Emergency/Incident Action Plans; Crisis Management Plan, etc.). Adherence to all safety and security requirements is a matter of utmost importance to the RTC.

B. **Contractor Personnel.**

(1) **Safety Staff.** The Contractor, as part of its Staffing and Personnel Plan, shall provide a staff person capable of performing safety, system security and emergency preparedness duties. This staff person shall have sufficient training and experience to assist the RTC in the coordination of emergency preparedness activities, write and amend the Contractor’s supplement to the RTC’s System Security and Emergency Preparedness plan, and generate required reports. The staff person shall have: (a) successfully qualified as a Certified Safety Specialist (CSS) based on the U.S. Department of Transportation (US DOT) Transportation Safety Institute (TSI) program; (b) certificates from TSI and Department of Homeland Security (DHS) for no less than three (3) transit related courses; (c) completed Incident Command System (ICS) training in excess of 300/400, and OSHA training; and (d) no less than four (4) years of transit related experience. While the RTC would prefer to have an individual who is either in the process or has completed certification, the Contractor may hire an employee who has not yet begun the certification process, but the individual must complete the certification process within twelve (12) months from the date of execution.
of this Contract.

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

(3) Activities. The Contractor shall be required to participate in activities and exercises in support of the RTC’s efforts to meet and prepare for Federal, State, or local emergencies. The Contractor’s dedicated system security and emergency preparedness staff person shall coordinate these events with the designated RTC staff and additional Contractor staff, and shall arrange for the use of appropriate RTC assets if needed.

(4) Training. The Contractor shall ensure that training of all Managers, Supervisors and Front Line employees follows Federal, local, state recommendations, and that such training includes:

(a) training in emergency management, incident response, counter-terrorism, Improvised Explosive Devices (IEDs) and Weapons of Mass Destruction (WMD);

(b) personal security training (e.g., Drug Free Work Place Initiatives, Amber Alert and Community Safe House Programs, Employee Assistance Programs, and Workplace Violence Prevention and Awareness Programs); and

(c) safety/OSHA related training (e.g., first aid, personal protective equipment, etc.).

The Contractor shall conduct refresher and/or re-training on an annual basis. The Contractor shall maintain documentation of training (e.g. sign in sheets, certificates, signed acknowledgements of training), and shall maintain such documentation in a separate training file and provide it to the RTC upon request.

C. Contractor-to-Contractor Interaction. The Contractor shall have limited interactions with the RTC’s Security/Fare Enforcement Contractor and other contracted employees; however, it is the responsibility of the RTC to ensure that a consistent message regarding contractor inter-communications, acceptable customer service, and a level of professional mutual respect is maintained. The Contractor shall be responsible for communicating and delivering this information to its employees, subcontractors, vendors, and visitors in a consistent manner at all times.

D. Emergencies

(1) Response by Contractor. Upon verbal or written authorization from the RTC Project Manager, the Contractor shall respond to emergency situations within Clark County with Contractor personnel. In the event of a major
emergency or natural disaster, such as a fire, flood, or man-made catastrophe, the Contractor shall make labor, management, transportation, and communications resources available to the extent feasible for emergency assistance.

(2) Safety. The Contractor shall be responsible for the safety of its personnel and for any worker’s compensation claims that might result from performance of emergency service.

E. Audits. The Contractor shall conduct a self-audit on safety, security, and emergency preparedness on an annual basis. The Contractor shall also participate in periodic RTC audits and monitoring. These audits/monitoring will be based upon Federal, State, and local programs and guidelines, audit results, and RTC-established policies and procedures. The RTC may conduct site visits of the Contractor’s facilities at any time during the Contract Term for purposes of audits and monitoring. The Contractor shall make available any and all records, files, logs and associated documentation to the RTC’s designated representatives as requested. The Contractor shall also assist the RTC during any local, State, or Federal safety or security audits.

F. Reporting. The Contractor shall be responsible for regular reporting of information to the RTC relating to system safety and security. The following is a reference list of required reports and the timing of the report.

(1) Monthly.

(a) Security and Emergency Incident Report.
(b) NTD Safety and Security Report.
(c) Safety meeting agenda and minutes, including corrective actions taken as a result of items identified through the safety committee.
(d) Vandalism/Incident Tracking Report.
(e) Training sessions completed related to transit security. (Training should be classified as either Contractor required or a Federal or State requirement.)

(2) Quarterly. Safety meeting agenda and minutes, including corrective actions taken as a result of items identified through the safety committee.

(3) Semi-Annually.

(a) Results of annual self-audit.
(b) OSHA Hazard Analysis.

(4) Annually. Year End Trend Analysis, to be included in Monthly Safety/Security incident Trend Analysis.

As other reports are required by local, State or Federal agencies, the Contractor will be notified of its responsibility to provide those reports and information.
G. **Sensitive Security Information.** The Contractor shall ensure that all its employees who, by job description and function, come into contact with information that is deemed Sensitive Security Information (SSI) as defined in 49 CFR Part 1520, have the appropriate training to identify SSI information and the appropriate method(s) to ensure that SSI information is protected, handled, shared, stored, transmitted, and disposed of in accordance with 49 CFR Part 1520.

H. **Workplace Safety.** The Contractor shall provide a safe workplace and safe working environment for all staff and all operations/maintenance activities, in accordance with required Federal, State, and local requirements. The Contractor shall exercise reasonable care in discovering and preventing violations and in correcting identified hazards.

**ARTICLE 4 — COMPENSATION**

**SEC. 401  COMPENSATION TO CONTRACTOR**

A. **General Rule.** All compensation to the Contractor for services under this Contract shall be in accordance with the Per Trip Rate, as set forth in Attachment B to this Contract. All compensation to the Contractor for services under this Contract shall be in accordance with the Scope of Services in Attachment A. The RTC’s obligation to pay Contractor cannot exceed the specified amount(s).

B. **Not-to-Exceed Amount.** For Services rendered under this Contract from July 1, 2020 to June 30, 2021 the RTC shall pay the Contractor an amount not to exceed $475,200.00 (Four hundred seventy-five thousand, two hundred dollars and no cents) (US dollars).

C. **Scope of Compensation.** The compensation provided to the Contractor as described in this Section shall cover all costs of services provided and Work performed under this Contract, including: (a) all cost of Contractor employees, and operating the services described in this Contract; (b) all cost of operating and maintaining and repairing the SMMS Vehicles and replacing vehicle components and parts as necessary; (c) the costs of all equipment, materials, and supplies necessary for the performance of services; (d) all costs of training; (e) all costs associated with the implementation of the Contractor’s required plans and programs; (f) the cost of repairs and parts for vehicle accident damage; and (g) the cost of fuel.

**SEC. 402  INVOICES AND PAYMENT**
A. INVOICES AND PAYMENT:

The Contractor shall submit monthly invoices to the RTC Contracts Supervisor, in the format prescribed by the RTC, with appropriate documentation in accordance with this Section.

Billing Process.

I. Invoice - The Contractor shall submit an invoice to the RTC for each month of service after the completion of the Trip Edit process in accordance with Reporting Requirements (Section 501B), to ensure for the accurate accounting of trip, and Medicaid eligibly of each trip. The invoice shall (a) set forth the applicable Per Trip Rate; (b) specify the number of Medicaid eligible trips performed in the month; (d) specify the number of trips per approved client; and (e) calculate the total amount due.

II. Net Amount Payable - The net amount payable to the Contractor for a month will be the total amount due under paragraph (I) (e), less the sum of: (a) any ineligible trips identified by the RTC for that month under Section 403; (b) any ineligible trips or portions thereof previously paid that have been determined to be ineligible for prior months; and (c) any costs and fees incurred by the RTC beyond the scope of the contract.

III. Payment - The RTC shall make payment within thirty (30) calendar days after each invoice is received and all reconciliations have been completed and approved.

IV. Reservation of Rights - The RTC reserves the right to obtain from the Contractor any information needed to support any charges included in an invoice.

B. RTC Review. If the RTC determines, based on its review of an invoice, that payment has been requested for service that was not provided in accordance with this Contract or that failed to meet eligibility requirements, or if the RTC otherwise questions or objects to the contents of an invoice, RTC shall so notify the Contractor and give the Contractor the opportunity to correct the invoice or provide further necessary documentation within ten (10) calendar days. If such correction or documentation is not provided to the satisfaction of the RTC within the identified time, the RTC will deny payment for the amounts of the ineligible service and make payment for the eligible service.

C. Audits.

(1) Annual Statement. The Contractor shall have prepared, at its own cost,
within ninety (90) calendar days after each anniversary date of this Contract, an audited annual financial statement of its revenues and expenses for services provided under this Contract.

2) Discretionary Audits. In addition to the annual audits performed under paragraph (1), the RTC reserves the right to conduct, at any time, an audit of any records of the Contractor that are related directly or indirectly to the services provided under this Contract.

3) Adjustments. Any overpayment or underpayment uncovered in any audit under paragraph (1) or (2) may be charged or credited (as the case may be) against future amounts otherwise due to the Contractor. Appropriate financial adjustments to future payments shall be made by the RTC based upon any inconsistency, irregularity, discrepancy, under billing, or unsubstantiated billing revealed as a result of any audit.

4) Notice to Contractors. Prior to denying payment or deducting amounts from future invoices, the RTC will give notice to the Contractor and provide the Contractor with an opportunity to state its position on the issue presented. See Section 509 Disputes.

5) Final Audit. The RTC will conduct a final audit of the Contractor's records directly or indirectly related to the services provided under this Contract three (3) months prior to the conclusion of the term of this Contract. Such final audit shall be conducted consistent with the process specified in paragraph (2).

6) Address for Invoices. Invoices for payment shall be so marked, prepared in triplicate, include a reference to this Contract number and the purchase order number assigned to this Contract, and shall be consecutively numbered and forwarded to:

Specialized Services  
Regional Transportation Commission of Southern Nevada  
Supplemental Medicaid Transportation Services 15-003  
600 S. Grand Central Parkway, Suite 350  
Las Vegas, Nevada  89106

Invoices shall be accompanied by any reports required of this Contract.

7) Final Month Invoice. The RTC may, at its discretion, withhold all or any portion of the amounts due for the final month of service by the Contractor, pending the resolution of any disputes, the successful completion of all transition requirements, and the completion of the turnover audit process (including the performance of any necessary maintenance and repairs).
SEC. 403  Ineligible Trips
Ineligible trips include: (a) trips that are not Medicaid eligible and validated by the unique Medicaid trip Id number; (b) trips that exceed the 46 maximum rides per client, per month cap; (c) rider to destinations other than the providers facility and the clients home; and (d) rides for clients that have not been approved for transport by the RTC Project Manager.

The following will apply:
1. the per trip rate will be deducted for each trip deemed ineligible, by either MTM or Nevada Medicaid, for Medicaid reimbursement.
2. the per trip rate will be deducted for each trip exceeding an individual client’s monthly cap.
3. the per trip rate will be deducted for each trip to destinations other than the providers facility or the clients home.
4. the per trip rate will be deducted for each trip provide to a client not approved for transport under the SMMS contract.

SEC. 404  RISK OF LOSS OR DAMAGE
The Contractor shall be responsible for the Vehicles, Equipment, tires and supplies used in the performance of the services under the Contract.

SEC. 405  INSURANCE
A. Format/Time: The Company shall provide RTC with Certificates of Insurance, in strict accordance with the “SAMPLE Goods & Services Insurance Certificate” found on the RTC Purchasing & Contracts webpage at http://www.rtcsnv.com/wp-content/uploads/2012/07/Insurance-Requirements-Goods_Services_Professional-Services1.pdf for coverages as listed below, and attach separate endorsements affecting coverage required by this Contract within seven calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer. The insurer must be licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

B. 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.

C. RTC Coverage: The RTC, its officers and employees must be expressly covered as additional insureds except on auto liability, workers' compensation and professional liability insurance coverages. The Company’s’ insurance shall be primary as respects the RTC, its officers and employees.
D. **Endorsement/Cancellation:** The Company’s general liability insurance policy (ies) shall be endorsed to recognize specifically the Company’s contractual obligation of additional insured to RTC.

E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000, unless listed as an exception with the bid or proposal and approved in writing by the RTC.

F. **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.

G. **Commercial General Liability:** Subject to Paragraph 6 of this section, the Company shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. The RTC shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04) for products/completed operations, or their equivalent.

H. **Automobile Liability:** Subject to Paragraph 6 of this section, the Company shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used for the performance of services under this Contract. As an alternative to the specified auto coverage, the RTC will accept all owned, hired and non-owned or symbols 2, 8 and 9.

I. **Workers' Compensation and Employers’ Liability:** The Company shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Company that is a sole proprietor shall be required to submit an affidavit (sample on the RTC Purchasing & Contracts website at [http://www.rtcnv.com/about-the-rtc/doing-business-with-the-rtc/](http://www.rtcnv.com/about-the-rtc/doing-business-with-the-rtc/)) indicating that the Company has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the work to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state.
J. The Supplier shall provide Employers’ Liability covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The coverages required are as follows: Non-Project specific, occurrence basis, $1,000,000 bodily injury by accident, $1,000,000 bodily injury by disease, and $1,000,000 policy limited.

K. Failure To Maintain Coverage: If the Company fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Company to stop the work, declare the Company in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Company or deduct the amount paid from any sums due the Company under this Contract.

L. Additional Insurance: The Company is encouraged to purchase any such additional insurance as it deems necessary.

M. Damages: The Company is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Company its sub-company(ies) or anyone employed, directed or supervised by Company.

N. Cost: The Company shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. Insurance Submittal Address: All Insurance Certificates requested shall be emailed to certcontrol@instracking.com cc: Terry Hizon, hizont@rtcsnv.com.

P. Insurance Form Instructions: The following information must be filled in by the Company’s Insurance Company representative:

   Insurance Broker’s name, complete address, telephone and fax numbers
   Company’s name, complete address, telephone and fax numbers

   Commercial General Liability (per occurrence)
     Deductible
     Policy Number
     Policy Effective Date
     Policy Expiration Date
     General Aggregate ($2,000,000)
     Products-Completed Operations Aggregate ($2,000,000)
     Personal & Advertising Injury ($1,000,000)
     Each Occurrence ($1,000,000)
Fire Damage ($50,000)
Medical Expenses ($5,000)

Automobile Liability (per occurrence and any Auto or All Owned, Non-Owned and Hired or symbols 2, 8 and 9)
- Deductible
- Policy Number
- Policy Effective Date
- Policy Expiration Date
- Combined Single Limit ($1,000,000)

Worker’s Compensation and Employer’s Liability
- Deductible
- Policy Number
- Policy Effective Date
- Policy Expiration Date
- WC Statutory Limits
- Employer’s Liability Each Accident ($1,000,000)
- Employer’s Liability Disease – Each Employee ($1,000,000)
- Employer’s Liability Disease – Policy Limit ($1,000,000)

Description: Contract No. 17-066-1; Project Title: Specialized Medicaid Mobility Services – Sunrise Adult Day Care, LLC (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.
SEC. 406 INDEMNIFICATION

A. **GENERAL REQUIREMENT.** The Company agrees to protect, defend, indemnify and hold the RTC, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Company 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 Company 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 Company was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

B. **PATENT INDEMNITY.** The Company shall advise the RTC of any impending patent suit and provide all information available. The Company 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 Company 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 Company 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.

SEC. 407 DISCLAIMER OF LIABILITY

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

SEC. 408 TERMINATION FOR CONVENIENCE

A. **In General.** The performance of work under this Contract may be terminated by the RTC in accordance with this Section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Contractor of forty-five (45) calendar days advance written notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such
termination becomes effective.

B. **Actions Following Termination Notice.** Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials or services except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to 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 Contractor under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for all the purposes of this Section; (6) transfer title to the RTC and deliver in the manner, at the times, and to the extent, if any, directed by the RTC, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of the work terminated, and any information and other property which, if the Contract had been completed, would have been required to be furnished to the RTC; (7) complete any such part of the work as shall not have been terminated by the notice of termination; and (8) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the RTC has or may acquire an interest. Payments by the RTC to the Contractor shall be made by the date of termination but not thereafter. Except as otherwise provided, settlement of claims by the Contractor under this Section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

**SEC. 409  TERMINATION BY MUTUAL AGREEMENT**

This Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 408 and Section 410, respectively.

**SEC. 410  TERMINATION FOR DEFAULT**

A. **In General.** The RTC may, subject to the provisions of subsection B of this Section, by thirty (30) calendar days advance written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

(1) If the Contractor fails to provide the services in the manner required by this Contract or in accordance with the performance standards articulated herein;
(2) If the Contractor fails to perform any of the provisions of this Contract in accordance with its terms; or

(3) If the Contractor fails to make progress in the prosecution of the work under the Contract as to endanger such performance.

B. **Opportunity to Cure.** The Contractor will be given the opportunity to cure any default within thirty (30) calendar days after receipt of the default notice under subsection A; provided that the RTC may provide an additional period for cure if the Contractor demonstrates to the satisfaction of the RTC that there is a reasonable likelihood it will be able to effectuate a cure if granted such additional time.

C. **Procurement by RTC.** In the event that the RTC terminates this Contract in whole or in part as provided in subsection A of this Section, the RTC may procure, upon such terms and in such manner as the RTC may deem appropriate, services similar to those so terminated. The Contractor shall be liable to the RTC for costs associated with the termination of this Contract and the procurement of replacement services by the RTC, and also for any costs of the replacement supplies or services that are in excess of what the RTC would have paid under the Contract in the absence of default from the date of termination to the expiration date of the Contract. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the Contractor and the RTC are subject to resolution pursuant to Section 509 of this Contract.

D. **Force Majeure.** The Contractor shall not be liable for any failure to perform if the Contractor demonstrates to the satisfaction of the RTC that the failure to perform the Contract was due to events which were beyond the control and without the fault or negligence of the Contractor and which could not have been avoided or prevented by due diligence and reasonable efforts of the Contractor. Examples of such Force Majeure events include acts of God, civil disturbances, fire, war, floods, or other natural disasters, but do not include labor-related incidents, such as strikes or work stoppages.

E. **Claims.** Except as otherwise provided, settlement of claims by the Contractor under this termination clause shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

**SEC. 411 CANCELLATION OF CONTRACT**

In any of the following cases, the RTC shall have the right to cancel this Contract without expense to the RTC: (1) the Contractor is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the 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, as provided in Sections 407 and 409.

SEC. 412  SECTION 13(c) OBLIGATIONS

A.  **In General.** Except as provided in subsection B of this Section, the RTC shall be administratively and financially responsible for obligations under Section 13(c) of the Federal Transit Act (49 USC. §5333(b)) and the RTC’s September 1994 13(c) Arrangement.

B.  **Contractor Obligations.**

   (1)  **Financial Liability.** The Contractor shall have financial liability for any 13(c) claims or obligations that are created by acts or omissions of the Contractor that are not directed by the RTC. The Contractor agrees that it is bound to the terms of the September 1994 13(c) Arrangement. In addition, the Contractor shall cooperate with the RTC (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes, and in the implementation of any 13(c) remedies.

   (2)  **Restrictions on Activities.** The Contractor shall not assist or encourage any employee to file or otherwise pursue a 13(c) claim against the RTC, or take any action which is contrary to the interests of the RTC under 13(c) or its 13(c) arrangements or agreements, relating to the termination of services under this Contract, any future transition from the Contractor to another service provider, or any other action or event relating to this Contract. If the Contractor fails to comply with this obligation, the Contractor shall be financially liable for all costs incurred by the RTC (including attorneys’ fees) associated with any 13(c) claims or delays in the receipt of Federal grants.

ARTICLE 5 — ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS

SEC. 501  REPORTS

A.  **General Requirement.** In order to document services provided under the Contract, the Contractor shall maintain all records requested by the RTC and as required for good business practices. The Contractor shall take appropriate steps to ensure the proper monitoring of service levels, and maintenance and operations activities related to the services provided under this Contract. The Contractor shall permit authorized representatives of the RTC to examine all data and records related to this Contract upon request or according to scheduled reporting periods.

B.  **Contractor Reporting Requirements:**
(1) **Trip Edit.** Perform Trip Edit data entry regularly to reconcile all Manifest information to ensure that all data required by the RTC is correctly validated and reconciled into the Trapeze PASS system or current software. Contractor must verify that all Manifest data is reconciled between electronic field entries and Manifest recoded data, and correcting any information that is not properly entered through a manual reconciliation process of validating times, odometer readings, passenger counts, and fare, fare types, etc. against an error run for each run in service.

(2) **Management Level Report.** The Contractor shall provide management level reporting to the RTC on a monthly basis that includes detailed information describing and quantifying the level of service and the quality of service provided by the Contractor. For specific service issues, the Contractor shall, upon request of the RTC, provide additional information. Either party may recommend, from time to time, additions, modifications, or deletions to the reports and reasonable requests shall be accommodated by the Contractor. The Management Level Report consists of:

(a) Trip Count Report;
(b) Route Productivity Report;
(c) Trip Edit Error Report;
(d) Client List (excel document);
(f) Medicaid Trip Id report;
(g) Overview of Revenue Vehicle maintenance activities, including:
   1. PMI and major repair work

**SEC. 502 COMPLAINT RESOLUTION**

A. **Customer Complaints.**

(1) **Required Contractor Process.** The Contractor shall establish a process for the thorough and prompt resolution of all customer complaints, in accordance with this Section and Attachment C hereto. The process shall be completed and a report submitted to the RTC within ten (10) Days from the date of receipt of the complaint, and shall include, at a minimum, the following:

(a) contemporaneous documentation of the nature of the complaint;
(b) passenger contact information;
(c) investigation, follow-up, and investigative reports (including the information described below in the description of report evaluation criteria); and
(d) complaint resolution, including any remedial action taken.

B. **ADA and Title VI Complaints**

1. **Required Contractor Process.** The Contractor shall establish a process for the thorough and prompt consideration of all ADA and Title VI complaints. The RTC shall be immediately notified of all such complaints in writing. In addition, at a minimum, the process shall include the following:

   (a) Intake procedures and complaint evaluation;

   (b) passenger contact information;

   (c) investigation, follow-up, and investigative reports (including the information described below in the description of report evaluation criteria); and

   (d) proposed complaint resolution.

2. **Complaint Investigation.** All ADA and Title VI passenger complaint investigative reports will be evaluated by the RTC for compliance with Federal requirements. The Contractor is responsible for assuring that each completed investigative report provides full and complete documentation for each of the following requirements:

   (a) Statement of issues;

   (b) Respondent’s reply to each issue; and

   (c) Findings of fact.

3. **Complaint and Resolution Training.** In addition to the foregoing, the Contractor shall provide appropriate classroom and hands-on training to each individual involved in the ADA complaint resolution process. The RTC must approve all exceptions to the required minimum training standard in writing.

4. **Complaint Resolution Plan.** Prior to implementation, the Contractor shall submit its ADA and Title VI Complaint Resolution Plan to the RTC for evaluation and approval. If a complaint is considered ADA in nature as defined by 49 CFR, Part 27, the Contractor shall follow the procedure established by RTC in documenting, investigating and responding to this type of complaint.

**SEC. 503   ACCIDENT AND INCIDENT REPORTING**

In the event of an accident involving vehicle damage, property damage, passenger injury or fatality, an emergency, or other non-routine event, the Contractor shall notify the RTC Project...
Manager or designee within one (1) hour of receipt of such information. The Contractor must follow up with specific details from the accident or incident investigation within three (3) hours from the time RTC was originally notified. The Contractor shall prepare all reports required by the Contract relating to such accident or other non-routine event. The Contractor shall comply with all applicable laws and regulations in the case of any accident or other non-routine event.

SEC. 504  AUDIT AND INSPECTION OF RECORDS

The Contractor agrees that the RTC, the Comptroller General of the United States, and the U.S. Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to the performance of the Contract. Further, the Contractor agrees to maintain all required records for at least three (3) years after the RTC has made final payment and all other pending matters are closed. In addition, the Contractor shall assist and cooperate with the RTC in the audit and monitoring of all program requirements, such as EEO compliance, and shall permit the RTC to perform on-site inspections of the Contractor’s procedures and programs.

SEC. 505  OWNERSHIP OF DOCUMENTS

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

SEC. 506  REPLACEMENT SERVICES

A.  General Authority.

(1)  Occurrence of an Event. In the event that the Contractor is unable, due to any event not caused by the RTC or not constituting a Force Majeure event under Section 410D of this Contract, to provide services in full compliance with the requirements of this Contract, the Contractor shall deliver a plan to the RTC within five (5) calendar days after the event detailing what actions will be taken and what the schedule will be to resume providing services in full compliance with the requirements of the Contract.
(2) **RTC Response.** If the Contractor has not resumed providing services in full compliance with the requirements of the Contract within fifteen (15) calendar days of the event, then the RTC may obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as “replacement services”). The RTC may utilize such replacement services as a substitute for all or any part of the Contractor’s services, and may maintain such replacement services in effect until either: (a) the Contractor is able to resume performance in full compliance with this Contract; or (b) the RTC terminates the Contractor and obtains a permanent replacement Contractor. Prior to implementing replacement services, the RTC shall notify the Contractor in writing and provide the Contractor five (5) calendar days in which to cure its noncompliance.

**B. Liability.** If the RTC utilizes replacement services under this Section, the Contractor shall be liable to the RTC for (1) the actual amount by which the cost of such services exceeds the amount that would have been payable under this Contract for comparable services; plus (2) the administrative costs incurred by the RTC in obtaining the replacement services. During the period in which any replacement services are provided, the only compensation payable to the Contractor shall be for any hours of service the Contractor itself actually provides.

**C. Savings Clause.** Any action taken by the RTC pursuant to this Section in response to the Contractor’s failure to perform shall not preclude the RTC from subsequently finding the Contractor in default of this Contract for the same or any related failure to perform.

**SEC. 507 EMERGENCIES**

**A. Emergency Operations Plan.** The Contractor shall develop, implement, and maintain an Emergency Operations Plan to respond to emergencies and routine problems that may occur. Written procedures and processes must be updated annually. The occurrences that should be covered by the Plan include, but are not limited to:

1. Passenger injuries;
2. Deaths;
3. Illness;
4. Vehicle failures;
5. Accidents;

**SEC. 508 DISPUTES**
A. **Applicability.** Any dispute between the Contractor and the RTC relating to the implementation or administration of this Contract shall be resolved in accordance with this Section.

B. **Informal Resolution.** The Parties shall first attempt to resolve the dispute informally in meetings or Communications between the Contractor and the RTC Project Manager. If the dispute remains unresolved fifteen (15) Days after it first arises, the Contractor may request the RTC Assistant General Manager to issue a recommended decision on the matter in dispute. The RTC Assistant General Manager shall issue the recommended decision in writing within thirty (30) Days and provide a copy to the Contractor.

C. **Review by RTC General Manager.** If the Contractor contests the recommended decision of the RTC Assistant General Manager, the Contractor shall provide its reasons for contesting the decision and the decision shall be reviewed by the RTC General Manager, who may modify or confirm the decision.

D. **Contractor Responsibility.** Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with performance in accordance with this Contract and the RTC’s recommended decision.

**SEC. 509 INSPECTION OF WORK**

A. **Right to Inspect.** All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and testing by the RTC to the extent practicable at all times and places during the term of this Contract. All inspections by the RTC shall be made in such a manner as to not unduly delay the work. The RTC shall have the right to enter the premises used by the Contractor for the purpose of inspecting and auditing all data and records which pertain to the Contractor’s performance under this Contract, and observing management and operational practices. The RTC shall also have the right to enter the premises used by the Contractor for the purpose of inspecting vehicles that are used to provide services under this Contract.

B. **Corrections and Adjustments.** If any work performed is not in conformity with the requirements of the Contract, the RTC shall have the right to require the Contractor to perform the work again in conformity with such requirements at no increase in the total Contract amount. When the work to be performed is of such a nature that the defect cannot be corrected by performing the work, the RTC shall have the right to: (1) require the Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, and (2) reduce the Contract price to reflect the reduced value of the work performed; or (3) assess appropriate liquidated damages. In the event the Contractor fails promptly to perform the work again or take necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, the RTC
shall have the right to either by contract or otherwise have the work performed in conformity with the Contract requirements and charge to the Contractor any costs to the RTC that are directly related to the performance of such work, or terminate the Contract for default as provided in Section 409.

SEC. 510 SUBCONTRACTING OF CONTRACT WORK AND TRANSFER OF INTERESTS

A. **Requirement for RTC Approval.** The Contractor may not enter into any subcontract without the prior written approval of the RTC, which will not be unreasonably withheld. In any case in which the Contractor desires to subcontract, it shall provide the RTC with all proposed subcontracting agreements and documents (including scope of work and terms of compensation). If permitted to subcontract, the Contractor shall be fully responsible for all work performed by the subcontractors. Any approval of a subcontract shall not be construed as making the RTC a party to such subcontract, giving the subcontractor privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subcontractor. Further, the entering into of a subcontract shall not, under any circumstances, relieve the Contractor of its liability and obligations under this Contract and all transactions with the RTC must be through the Contractor.

B. **Effect of Subcontracting.** The Contractor may not modify its obligation to perform in full accordance with the terms and conditions of the Contract. Any action of the Contractor in violation of the preceding sentence shall constitute a breach of the Contract and an act of default.

C. **Required Subcontract Terms.** The Contractor shall include in each subcontract (at all tiers) appropriate terms and conditions to assure that the subcontractor shall have the same duties and obligations to the Contractor for its work that the Contractor has to the RTC for such work under this Contract, and that the subcontractor shall comply with the other applicable provisions of this Contract, including all Federal laws and regulations.

D. **Assignment.** There shall be no assignment/transfer of interests or delegation of the Contractor’s rights, duties, or responsibilities under this Contract, except at the direction or with the prior written approval of the RTC.

SEC. 511 INDEPENDENT CONTRACTOR

Under the terms of the Contract, the Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than RTC employees, assisting in the performance of its services. The Contractor agrees to be solely responsible for
all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, workers’ compensation, and all other requirements relating to such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of the Contract.

SEC. 512 LICENSING, PERMITS, AND TAXES

The Contractor shall be appropriately licensed for the work required pursuant to this Contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor shall be liable for any and all taxes due as a result of the Contract, except it is acknowledged that the Contractor, as manager of the RTC’s public transit system, has no ownership interest in the Facilities owned by the RTC and has no liability for real property taxes related to such Facilities.

SEC. 513 LACK OF FUNDS

A. Funding Requirement. Entering into the Contract is subject to receipt by the RTC of local funds adequate to carry out the provisions in full.

B. Cancellation or Reductions. The RTC may cancel or reduce the amount of service to be rendered if the RTC determines that such action is in the RTC’s best interests, or there will be a lack of funding available for the service. In such event, the RTC will notify the Contractor in writing thirty (30) calendar days in advance of the date such cancellation or reduction is to be effective.

SEC. 514 CONFLICT OF INTEREST

A. General Rule. No employee, officer or agent of the RTC shall participate in the selection, or in the award or administration, of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

(1) The employee, or an officer or agent of the employee;
(2) Any member of the employee’s immediate family;
(3) The employee’s business partner; or
(4) An organization which employs, or is about to employ, any of the above.

B. Gratuities. The RTC’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or other parties to sub-agreements.
SEC. 515   ANTIDISCRIMINATION AND EEO REQUIREMENTS

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

B. Compliance with EEO Requirements.

(1) The Contractor shall comply with all EEO Program requirements in FTA Circular 4704.1, Equal Employment Opportunity Program Guidelines, or any updated version thereof.

(2) The Contractor shall cooperate in any audits performed by FTA and shall cooperate with and assist the RTC in the monitoring and auditing program requirements including, but not limited to, permitting the RTC to perform onsite inspections for the program administration/management guidelines, and procedures. This requirement shall include providing the RTC with copies of records related to the Contractor’s EEO efforts prior to each site visit.

(3) The Contractor shall, no later than thirty (30) calendar days after the end of each calendar year, prepare and submit to the RTC, an EEO Plan (if applicable) or confirm in writing that the copy on file with the RTC is the most active plan. The plan shall be consistent with established Federal guidelines. In the event that the number of Contractor employees increases during the course of a calendar year sufficiently to require the submission of an EEO Plan, the RTC requires that the Contractor submit such a plan within ninety (90) calendar days of reaching the applicable threshold.

(4) Equal Employment Opportunity (EEO) Affirmative Action Report. The Contractor shall, not later than thirty (30) calendar days after the end of each calendar year, prepare and submit to the RTC an EEO Report that meets all the requirements of FTA’s Circular 4704.1, Equal Employment Opportunity Program Guidelines, or any updated version thereof. The report shall include all the information listed below and any other information required by the applicable FTA circular which includes the following:

(a) Workforce Analysis for each job category;
(b) Job Group Analysis for each job category;
(c) Hiring Analysis for each job category;
(d) Promotional Analysis for each job category;
(e) Termination Analysis for each job category;
(f) Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short-term and long-term goals for achieving under-utilized minority groups; and
(g) Availability Analysis that compares the current workforce against the available workforce.

(5) The Contractor shall comply with all program amendments as required by
the FTA and/or the RTC and all applicable Federal and State mandates.

SEC. 516  PATENT RIGHTS

If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery may be patentable under the patent laws of the United States of America or any foreign country, the Contractor shall immediately notify the RTC General Manager and provide a detailed report. The rights and responsibilities of the RTC, the Contractor and the Federal Government with respect to each such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

SEC. 517  COMPLIANCE WITH LAWS AND REGULATIONS

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

SEC. 518  WAIVER OF TERMS OR CONDITIONS

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

SEC. 519  INTERPRETATION, JURISDICTION, AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Nevada. The Contractor hereby consents and submits to the jurisdiction of the appropriate courts of Nevada or of the United States having jurisdiction in Nevada for adjudication of any suit or cause of action arising under or in connection with the Contract documents, or the performance of such Contract, and agrees that any such suit or cause of action may be brought in any such court.
SEC. 520  CONSTRUCTION

For the purposes of this Contract the use of the words “include” or “including” followed by a list is not intended to indicate that the list is an all-inclusive list.

SEC. 521  OFFICIAL RECEIPT

Communications shall be considered received at the time actually received by the addressees or designated agents. Communications to the RTC should be addressed to the RTC as follows:

Regional Transportation Commission of Southern Nevada
ATTN: Manager, Purchasing and Contracts
600 S. Grand Central Parkway, Suite 350
Las Vegas, Nevada 89106-4512

Communications to the Contractor shall be addressed as follows:
Sunrise Adult Day Care, LLC
ATTN: Eunice Kim, Administrator/Managing Member
3930 Leon Avenue Suite 130
Las Vegas, Nevada 89130
Tel: (702) 466-1900

SEC. 522  SUCCESSORS AND ASSIGNS

This Contract or any portion hereof shall not be assigned, nor shall the interests, rights, duties or responsibilities of the Contractor be transferred or delegated, unless the RTC in its sole discretion grants prior written approval thereto. This provision extends to any purchase, merger, or consolidation involving the Contractor which would cause its responsibilities under this Contract to be transferred to or assumed by a new, different, or restructured entity. This provision is separate and apart from the provisions concerning subcontracting set forth in Section 511.

SEC. 523  SEVERABILITY

In the event any provision of this Contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.
SEC. 524 DOCUMENT INCORPORATION

The Contract consists of this document and the following documents incorporated herein by this reference as a part hereof:

A. Attachment A – Scope of Services
B. Attachment B – Service Hour Rate/Contract Budget/Deliverables
C. Attachment C – Enactment and Customer Service Plan
D. Attachment D – Vehicle Maintenance and Contingency Plan
E. Attachment E – Staffing Plan
F. Attachment F – Trip Edit Process
G. Request for Applications No. 17-066-1 Specialized Medicaid Mobility Services, issued March 11, 2020
H. Sunrise Adult Day Care LLC Application, submitted April 8, 2020
I. Post Notice to Proceed Submittals (Within ten (10) calendar days after receipt of Notice to Proceed, the Contractor shall submit to the RTC for its review and approval the following plans and programs specific to the RTC account)
   1. Drug and Alcohol Policy Program
   2. EEO Program/Affirmative Action Plan
   3. Safety, Security, and Emergency Management Program including:
      b. All Hazards Plan
      c. System Safety Program Plan (SSPP)
      d. Workforce Safety Plan/Program

SEC. 525 ENTIRE AGREEMENT; AMENDMENT REQUIRED

This Contract constitutes the entire agreement between the Contractor and the RTC, and supersedes all prior negotiations, agreements, and understandings with respect thereto. No change, modification, or amendment to the obligations or responsibilities of the parties under the terms of this Contract shall be effective unless it is made by written Amendment, considered and approved by the RTC Governing Body or RTC General Manager as applicable and duly executed by both parties.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their endorsements.

SUNRISE ADULT DAY CARE, LLC

By: EUNICE KIM
Administrator/Managing Member

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

By: LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

By: MARIN DUBOIS
RTC Legal Counsel

ATTEST:

By: Management Analyst
ATTACHMENT A - SCOPE OF SERVICES

In an effort to contain the cost of ADA paratransit service, the Regional Transportation Commission of Southern Nevada (RTC) has developed innovative specialized services for certain groups with the intention of reducing the demand on RTC paratransit during peak hours and providing transportation services at a lower cost.

SERVICE DESCRIPTION:

The primary objective of this Service is to provide paratransit transportation to clients who are Americans with Disabilities Act (ADA) certified through the RTC, living and traveling inside the RTC service area, and would otherwise utilize RTC paratransit transportation for Medicaid non-emergency transportation. Eligible rides are limited to: (1) transportation for Medicaid eligible services to residential care facilities and (2) transportation for Medicaid eligible services to adult daycares.

Services provided will include: staffing the drivers, vehicle maintenance, fueling vehicles, cleaning vehicles, creating and maintaining a vehicle contingency plan, developing routes, resolving customer problems, and reporting.

TERM:

The performance period will be from July 01, 2020 through June 30, 2021, with one (1), one-year renewal option.

UNIT OF SERVICE:

Reimbursement is based on a per trip rate of $16.50, with a cap of 46 eligible rides per client, per each calendar month.

The calculation of monthly rides per client is based the average number of days a client’s attends a residential or adult daycare facility each month. The 46 rides are intended for transport between the facility and the client’s home.

REPORTING:

Service providers must submit monthly reports as required by RTC no later than the 15th of each month.

EQUIPMENT:

Company will inform RTC when vehicles are out of service, replaced or inoperable within 3 business days to ensure that GPS tracking is up to date and units are removed or replaced in a timely manner.
FARES:

Customers must be eligible for Medicaid transportation and therefore are not required to pay a fare. Eligible Medicaid transportation requires authorization from the state of Nevada’s non-emergency transportation broker, Medical Transportation Management, Inc. (MTM). It is the Company’s responsibility to get preauthorization from MTM for each Medicaid trip and to include a Medicaid Trip ID. Company will not be reimbursed for trips deemed ineligible for Medicaid reimbursement.

Clients must be approved for transport by the RTC Project Manager or designee prior to transporting under the SMMS contract. Trips provided to clients that have not been preauthorized will not be reimbursed.
ATTACHMENT B – SERVICE HOUR RATE/CONTRACT BUDGET/DELIVERABLES

The not-to-exceed budget shall be $475,200.00 (Four hundred seventy-five thousand, two hundred dollars and no cents) (US dollars).

Note: The calculation of monthly rides per client is based on the average number of days a client attends a residential or adult daycare facility each month. A maximum of 46 rides per month are intended for Medicaid eligible transport between the facility and the client’s home.
RTC Specialized Medicaid Mobility Services Trip Edit Accuracy Standards

Accuracy of data is critical for reporting to the FTA and for system planning and evaluation. The paper manifest is an important document for reconciliation. The accuracy of the data being documented and recorded will be evaluated by the standards reflected by the Accuracy Standards.

The following standards will apply for Trapeze data entry by contractor staff for Supplemental Medicaid Transportation Services (SMMS). RTC staff will audit a set number of randomly selected run manifests which will consist of a minimum of 10% of ATS runs and score them based on errors found and total number of records updated for each category by contractor staff. Audits will be performed on a per month basis.

Accuracy standards will apply for the following categories:

- Vehicle Assignment
- Arrive / Depart Times
- Odometer Reading
- Passenger Counts
- Trip Status (Perform / No Show / Cancel at the Door / Missed Trip)
- Fare Information

Each category will be rated separately for accuracy and have its own accuracy standard. Accuracy standards and scores are based on a percentage of correct entries. Scores must be at or above the published standard for each category to be considered satisfactory.

This is calculated by taking the total of entries for the category and subtracting the number of errors made and then dividing the subtotal by the total number of entries and then multiplying by 100.

In the following example, there are 1200 total entries and 9 errors. The calculation would be as follows: $1200 - 9 = 1191 \quad 1191/1200 = 0.9925 \quad 0.9925*100 = 99.25\%$

The accuracy rate is 99.25% in this example.

The categories and accuracy rates are listed in the table on the following page:
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Accuracy Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Assignment</td>
<td>The correct vehicle is assigned to the run. A missing vehicle number or incorrect vehicle number would count as an error.</td>
<td>99%</td>
</tr>
<tr>
<td>Arrive / Depart Times</td>
<td>The Actual Arrive and Actual Depart times must match or be within 5 minutes of the times recorded on the manifest or AVL system. Missing or incorrect times will count as an error.</td>
<td>98%</td>
</tr>
<tr>
<td>Odometer Readings</td>
<td>The odometer field must match the odometer reading recorded on the manifest. Missing or incorrect odometer values will count as an error.</td>
<td>98%</td>
</tr>
<tr>
<td>Passenger Counts</td>
<td>The number of passengers loaded must match what is recorded on the manifest. For example, if the manifest lists a Client and a PCA at a pickup but only the Client boards the vehicle, the PCA must be removed from trip itinerary to match what is recorded. Incorrect passenger counts will result in an error.</td>
<td>99%</td>
</tr>
<tr>
<td>Trip Status (P / NS / CD / NM)</td>
<td>The trip must reflect the correct scheduling status as recorded on the manifest. For NS and CD trips where the driver arrived outside the on-time window, the trip must be marked as a Missed Trip (NM). A trip that is marked incorrectly or is missing their scheduling status will result in an error.</td>
<td>99%</td>
</tr>
<tr>
<td>Fare Information</td>
<td>Trip Edit staff are responsible for inputting the Fare Collected and changing Fare Types when operator notes such on the manifest. Each trip will be checked to insure the fare type for each passenger and fare collected are recorded correctly. Incorrect or missing information will result in an error. If multiple errors occur on a single trip, only one error will be counted for the trip.</td>
<td>98%</td>
</tr>
</tbody>
</table>
TRIP EDIT INSTRUCTIONS FOR CONTRACTOR

Purpose:

To streamline trip edit data entry by eliminating a 100% manifest updating process.

Process:

Step 1
• Run the RTC trip edit error report prior to beginning the trip edit process
• Address only those specific items on the report, making the appropriate corrections:
  o Except in cases where the data that caused the error is correct. Examples include:
    ▪ multiple pick-ups / drop-offs at the same address
    ▪ excessive mileages that actually occurred
  o Questions on exceptions should be immediately referred to RTC staff.
• Maintain the original audit report with the manifests

Step 2
• Run the RTC trip edit error report again when all Editors have completed the report corrections
• Make any further corrections that appear on the report
• Maintain the follow-up audit report with the manifest

Step 3
• Continue with Step 2 until no errors appear on the report or any remaining errors are evidenced by discrepancies on the driver paper manifest.
• Notify RTC when the day has no errors on the report and is considered complete
• Submit the requested manifests and original trip edit error report for RTC Audit

Step 4
• Run the Trip Count Report and the Productivity Report
  o Ensure that the two reports match
    ▪ Number of trips
    ▪ Fare collected
  o If the reports do not match identify the days where there is a variance and correct the trips that are causing the variance by verifying the following:
    ▪ Purpose
    ▪ Provider
    ▪ Funding Source
    ▪ Para Service Type
    ▪ Fare Type
April 2, 2020

Tonita Brown, Senior Purchasing and Contract Analyst
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, Nevada 89106

RE: RFA No. 17-066-01 Specialized Medicaid Mobility Services

Dear Ms. Brown:

We are pleased to submit our application in response to the Regional Transportation Commission of Southern Nevada (RTCSNV) RFA No. 17-066-01 for the specialized Medicaid mobility services to meet the critical needs of the RTC ADA certified paratransit riders.

We are an established and highly experienced for-profit company organized and established in the State of Nevada in 2017 and the following is our company track record and information.

<table>
<thead>
<tr>
<th>Applicant Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Legal Name of Applicant</strong></td>
</tr>
<tr>
<td><strong>Doing Business As Name</strong></td>
</tr>
<tr>
<td><strong>Contact Person, Title</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Street Address</strong></td>
</tr>
<tr>
<td><strong>Email</strong></td>
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<td></td>
</tr>
<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td><strong>Fax Number</strong></td>
</tr>
<tr>
<td><strong>Federal Tax ID</strong></td>
</tr>
</tbody>
</table>

This Application shall remain in effect for not less than 90 calendar days from the date of the submittal.

We believe we have extensive experience with all aspects of transportation highlighted with our high quality customer service to meet RTCSNV’s objective because of our
Regional Transportation Commission of Southern Nevada  
Request for Application No. 17-066-01 Specialized Medicaid Mobility Services  
Proposal by Sunrise Adult Day Care  
3830 Leon Ave. #130, Las Vegas, NV 89130 Phone: 702-466-1900 Fax: 702-816-4844

experience in transporting the RTCSNV (RTC) ADA certified Medicaid clients safely and reliably. Our first priority is client's safety and personal service and we deliver the service efficiently and cost-effectively.

As current contractor with MTM for non-emergency transportation provider and also in partnership with entity who is a current RTC Specialized Medicaid Mobility Services (SMMS) provider for ADA certified clients, we demonstrated that we have the ability to meet the objective as set forth in the RFA. We are committed to deliver transportation service with highest quality of standards. We very much look forward to continue working with RTC to service the ADA riders living in the community. We want to be selected for this service and are appreciative of your consideration.

A copy of current business license is included in Appendices, see Attachment ‘C’.

Respectfully submitted,

[Signatures]

Eunice Kim  
Project Manager

Howard Chin  
Member

Submitted by Sunrise Adult Day Care Center  
April 2, 2020
Section 2 - Impact on ADA Trip Reduction

Sunrise Adult Day Care is a licensed adult day care facility which supports the disabled adults and frail elderly special needs population in Southern Nevada in their effort to remain independent, and self-sufficient while maintaining a good quality of life. At our adult day care center, we provide health, education, life skills and supportive social services to our disabled adults and the frail elderly clients. To help achieve this goal, we also provide concierge door-to-door transportation to take our clients from home to our center and to other medical appointments within the RTC paratransit service area and return them home safely during the weekdays.

Sunrise Adult Day Care clients are among the most underserved population living in the Southern Nevada community: Hispanics, Filipinos, Americans and African Americans. We have bilingual staff who can communicate with the clients in their native language. We provide intensive/supportive services with care and compassion.

Sunrise Adult Day Care Center (Sunrise ADC) has extensive experience and the ability to ability to transfer RTC ADA certified clients for Specialized Medicaid Mobility service because its management personnel have experience from their current/prior employment with adult day care centers who are currently service providers for the RTC SMMS contract. We provide our own drivers, vehicles, vehicle maintenance, staff members to plan and develop routes to meet the objective of door-to-door transportation safely and timely. The direct impact on the ADA Trip Reduction is cost-effectiveness, efficiency and consistency, and safety. There is also indirect impact on the well-being of the ADA client, his or her family, the employees and the local economy.

Efficiency and Effectiveness in Serving ADA Clients
Sunrise ADC currently has 62 enrolled clients consisting of either RTC ADA certified or pending interview with RTC or approval from RTC for ADA certification. These riders are scheduled to attend the adult day care center on regular basis, preauthorized by Medicaid. With the current average daily attendance of 46 participants, we can immediately reduce RTC ADA Trip demand by an average of 2100 rides per month to and from client’s home and the ADC Center. A listing of RTC ADA certified clients and new ADA client requests that we serve is included in the Section 8 for client listing.

Sunrise ADC brings efficiency because our personal, door-to-door concierge service is focused on the adult day care riders. Same driver is assigned to the same route for consistency which gives familiarity to the ADA clients and the driver. Same route and same passengers help build relations with ADA clients and gives them confidence and trust for safe and reliable service.
Benefits to the clients:
- Sunrise ADC communicates with clients in their native languages and understand their cultures to better serve clients’ transportation needs.
- Sunrise ADC service will provide door-to-door service to its clients which otherwise may not be available.
- Sunrise ADC service will provide personalized services and build long-term relations with clients.
- Sunrise ADC service will provide scheduled trips to and from its service destinations.
- Sunrise ADC service will be courteous and will maintain its vehicles at a highest level of cleanliness.

Benefits to the family:
- Sunrise ADC communicates with client’s family in their native languages and understand their cultures which enhances meeting their needs.
- Sunrise ADC gives the family a reprieve, a break from caring for the client which otherwise may not be available.
- Sunrise ADC gives family assurance the client’s health needs are met because transportation is available.
- Sunrise ADC gives family member an opportunity for other ventures or employment which otherwise may not be an option.

Benefits to the community:
- Sunrise ADC service will provide transportation for Medicaid clients to physician and other needed or health related destinations.
- Sunrise ADC’s drivers maintain rapport with clients for familiarity and trust to encourage paratransit ridership.
- Sunrise ADC’s clients have sense of reliability and high quality of service.

Benefits to costs savings:
- Sunrise ADC service will help reduce transportation costs as a private sector provider of services.
- Sunrise ADC service will utilize well maintained vehicles that are fuel efficient and cleaner burning.
- Sunrise ADC service will provide efficient, on time service thereby reducing cost overruns or delays in service delivery.
- Sunrise ADC program is the lowest cost program in caring for the elders and disabled adults. A survey on the adult day care program cost found that cost is approximately less than half of other services such as long-term care nursing home or assisted living.

Submitted by Sunrise Adult Day Care Center

April 2, 2020
Impact on Sunrise Adult Day Care Center
Providing transportation service for our clients is a vital to help meet our primary objective and goal for the health well-being for our clients. Our employees provide services in the area of basic nursing, social interaction/activities, nutrition service, transportation, and other supportive service. The transportation revenue is an essential component of our business operation formula to help defray the cost of service. Our center is unique and innovative in that our client population is composed of different ethnic background, underserved disabled community, and many do not have adequate care support. They depend on Sunrise ADC staff to provide badly needed services. To operate the center effectively, Sunrise ADC is reliant on transportation revenues for successful management of the adult day care programs.

Application for the number of rides
Our current ridership is approximately 2100 per month traveling to and from participants home to the adult day care center residing in RTC service area. We have been steadily experiencing increase in clientele which is a reflection of the growing needs for our service. Based on the increase we experienced, we anticipate the ridership will be about 2900 monthly rides starting in July 2020.
Section 3 - Experience

Sunrise Adult Day Care, LLC was organized in 2017 in after recognizing that there is a need for adult day care services for the elderly and the disabled adults living in the greater area of Las Vegas. In December 2018, Sunrise Adult Day Care opened its doors to serve the community. The center is a minority owned business operated by Eunice Kim and in partnership with a current SMMS provider (Silver Town Incorporated) and is open during the week Monday thru Friday.

Sunrise Adult Day Care Center is located in Las Vegas and provides comprehensive adult day care services to the disabled adults including but not limited to:

- A respite from 24 hour responsibility for the caregiver.
- An alternative to expensive in-home care and long-term care nursing home.
- The ability to keep your loved one at home longer.
- The assurance your loved one receives needed nursing and social interaction.

Sunrise Adult Day Care Center supports the disabled adults and the elderly in their effort to remain independent, while maintaining a quality of life. We provide health, education, and social services to our disabled adults and the frail elderly, including door-to-door transportation services for our clients. Our clients consist of Hispanics, Filipinos, Americans and African Americans. Our bilingual staff are fluent in the client's native language which enhances the services clients receive.

Sunrise Adult Day Care Center has the ability to manage and the experience in providing the Specialized Medicaid Mobility service to our RTC ADA certified clients. Sunrise Adult Day Care Center (Sunrise ADC) manages both the adult day care social model program and the adult day health care program, provides supplemental transportation service for RTC ADA Certified paratransit riders, and maintains records required by regulatory agencies.

1. Managing Programs Targeting ADA Population
   - Sunrise ADC is a Medicaid program provider for adult day health care program and the adult day care social model program. We comply with guidelines established by Medicaid and also guidelines established by the Nevada Department of Health/Health Care and Quality Compliance.
   - Our clients who are RTC ADA certified need to attend our center to receive health related services.

2. Shared Ride Transportation
   - Sunrise ADC provides transportation for our enrolled disabled and elderly Medicaid clients to and from adult day care center and their home. For our clients, having access to the door-to-door transportation service is vital and is critical in meeting the objective of their care plan. This contract service helps RTC save cost

Submitted by Sunrise Adult Day Care Center

April 2, 2020
associated with paratransit service and helps meet the demand for paratransit service. Sunrise is also a provider working with MTM, Inc.

- Currently, Sunrise ADC has 62 enrolled clients that are RTC ADA certified or pending ADA certification. The current average daily attendance is 46 clients, which is approximately 2100 trips per month.
- To successfully manage the service, we provide our own vehicles, hired drivers and dispatcher, coordinate vehicle maintenance with outside vendors, develop driving routes. The Project Manager and Operation Manager have working knowledge and experience in using RTC’s Trapeze system, establishing policies and procedures for client safety, daily inspection vehicle checks, conduct necessary transportation training, maintain documentation, and be informed of rules and regulations established by federal, state and local governments to ensure compliance.
- Sunrise Adult Day Care Center strives for timeliness in transporting the clients door-to-door. We have 100% on-time performance rate. We pick up and drop off as scheduled for our clients.
- We have not received any major complaints or any violation of civil rights. Minor issues were resolved immediately, if any. We follow RTC complaint procedures. Our clients are satisfied with our service. We have included a few of their complimentary letters in the Appendix C.
- We have 3 experienced drivers who care for the elders and the disabled adults in need, and they believe transportation is essential. Otherwise the clients are isolated at home. The staff helps build relationship with the clients and provide high quality service and continuity for our clients.
- Our transportation team members are familiar with using the Trapeze system for scheduling daily manifest and route planning because of their work experience with RTC contractors.

3. Working with government financial requirements
- We have experience in maintaining a variety of operational and financial records required by programs and for business operations. Records include billing, invoicing. We maintain supporting documents to ensure claimed amounts are valid. We review records for clerical and mathematical accuracy before submitting claims.
- Various operational records are also maintained to document services provided.

Contract References
1. Sunrise Adult Day Care, LLC is a service provider with MTM, Inc. for its clients residing outside of RTC service area. Eunice Kim is project manager and liaison for service agreement with MTM, Inc.
   a. Scope of Service – provide non-emergency transit service for ADA certified clients to and from adult day care center residing outside of RTC service area.
   b. Contract Term – since May 2019 and ongoing
c. Contact Information – current MTM administrative staff located in Las Vegas, Nevada

2. Both Eunice Kim and Silver Town Incorporated have extensive experience in managing transportation services for ADA certified clients. Silver Town Incorporated has been a RTC service provider since 2010, and Eunice Kim has working knowledge and experience in managing the transportation service under RTC contract since 2011.

A. Silver Town Incorporated is a current contract provider for the Specialized Medicaid Mobility Services and Eunice Kim is one of managers
   a. Scope of Service – provide non-emergency transit service for ADA certified senior Medicaid clients to and from adult day care center
   b. Contract Term – July 2017 to June 2020, with two one-year renewal options remaining
   c. Contact Information – Current RTC administrative staff: Antonette Braddock and Dan Howland

B. RTC supplemental transit service (Silver Town Incorporated was service provider and Eunice Kim was one of managers)
   a. Scope of Service – supplemental transit providers for ADA certified clients
   b. Contract Term – November 2010 to June 2017
   c. Contact Information – Current RTC administrative staff: Antonette Braddock and Dan Howland

C. Logisticare (Silver Town Incorporated was a service provider)
   a. Scope of Service – non-emergency transportation for Medicaid clients attending the adult day care center
   b. Contract Term - Approximately 2007 - 2010
   c. Contact Information – current Logisticare administrative staff located in Las Vegas, Nevada

Submitted by Sunrise Adult Day Care Center
ATTACHMENT D – VEHICLE MAINTENANCE AND CONTINGENCY PLAN
Section 4 - Vehicle Maintenance and Contingency Plans

I. Vehicle Maintenance

Sunrise Adult Day Care Center owns its vehicles and adheres to manufacturer’s recommended maintenance schedule to ensure the vehicles are in functioning properly for transporting the ADA Paratransit riders safely.

Our vehicle maintenance plan consists of preventive maintenance schedule, daily checks, daily inspection, routine maintenance, tire check, follow manufacturer’s recommended maintenance schedule.

While Sunrise ADC does not have its own vehicle maintenance staff, we require the vehicle operators to perform daily vehicle checks in accordance with the center’s vehicle checklist. Vehicle operators inspect the vehicle and notify the Operations Manager for any routine maintenance, repair or parts replacement.

For vehicle repairs and maintenance, we use outside auto maintenance shops and tire center to service the vehicles, such as oil change, oil filter, battery changes, tire change, etc. During routine maintenance, the auto maintenance will notify the Operations Manager should there be any need repairs were found.

Vehicle operators are required to report any vehicle issue or any concern about the vehicle to the Operations Manager. Operations Manager will inform the auto maintenance shop and take the vehicle for inspection to resolve any concerns.

Maintenance is done by outside auto maintenance shop for cost effectiveness.

Documentation for daily inspections, repairs and maintenance are maintained for each vehicle. When schedule or unscheduled maintenance is completed, the driver keeps a folder containing records of what was done to vehicle and receipt. The facility has a binder for all vehicles maintenance records.

A sticker stating the mileage when the next oil change is required will be in the upper left-hand corner of the windshield. Maintenance plan include:

1. Pre-trip inspection
   Completed daily by vehicle operators (drivers) before vehicle is ready for servicing the clients. Pre-trip inspection is comprehensive to ensure vehicle is safe for service. It includes checking lift is working properly if applicable. Driver documents pre-inspection on the form and note any issues. Any safety issue is reported to the Dispatcher or Operations Manager immediately. Drivers will not operate a vehicle with questionable safety issues.
2. Post-Trip Inspection – Drivers are to check the vehicle for proper operation again after servicing.

3. Preventive maintenance - Oil Change – Oil change is completed every 3000 miles or follow the manufacturer’s recommended schedule.

4. Maintenance Log is retained.

5. Fueling – Vehicle fueling is filled up no less frequently than two days. Drivers are required to monitor fuel level. Fueling is prohibited during service. Fueling records are retained and fueling is monitored.

6. Cleanliness – vehicles are checked daily for cleanliness and trash is disposed of immediately. Any items belonging to the clients are given to Dispatcher. The interior is swept and vacuumed daily and the exterior is washed once a week for cleanliness.

7. Vehicle Storage – Vehicles are locked and stored in a safe area.

8. Vehicle Replacement – vehicle wear and tear is monitored and is replaced when necessary to ensure safety of our clients.

II. Contingency Plan - Vehicles
   First priority is always the safety of our passengers. In the event of accident or incident, drivers must first protect passenger.

   1. Safety Issue with Vehicle
      When a vehicle is not in operation due to safety issue, another vehicle is assigned if one is available. If a vehicle is not available, the pick up or drop off schedule will be coordinated with other drivers.

   2. Vehicle Break Down
      Driver notifies the Dispatcher or Operations Manager immediately if there is the vehicle breaks down. The transportation personnel will coordinate and assess to determine best solution to ensure passenger safety and timely transportation. Drivers are trained passenger safety is top priority. If vehicle needs tow, we will call the tow truck to tow the vehicle to local auto shop.

   3. Emergency situation
      Our first priority in any emergency situation is to protect our passengers and drivers. In the event of a fire or collision that requires evacuation of the vehicle, we have policies and procedures in place. Detailed procedures are prepared for

Submitted by Sunrise Adult Day Care Center

April 2, 2020
ensuring safety and calmness for clients. Drivers communicate with Operations Manager and Project Manager closely to coordinate and carry out procedures. 911 will be called for assistance if required. Passenger assistance is provided by center’s staff.

4. Handling accidents and incidents involving transit vehicles, we have the following process:

**DEFINITIONS:**

*Accident:* any circumstance involving a transit vehicle, whether in revenue service or not, and/or secondary vehicle(s) resulting in damage to one or more vehicles, property, or bodily injury and requiring the response of local law enforcement and/or emergency services personnel.

*Incident:* any circumstance involving a transit vehicle, whether in revenue service or not, resulting in damage to the transit vehicle and/or Agency property, bodily injury to a passenger or employee, or violation of any policy on prohibited behavior (i.e. disruptive behavior, prohibited items brought on board, etc.).

**PROCEDURE:**

**Accidents**

All drivers, dispatchers, and Operations Manager must report to Project Manager as soon as possible.

All drivers involved in an accident must check for passenger safety, check for any injury, notify appropriate law enforcement authorities or emergency service personnel, coordinate with center’s transportation team members, complete accident report.

**Incidents**

All drivers are required to report all incidents to the operations manager as they occur. All drivers involved in an incident must check for passenger safety, check for any injury, notify appropriate law enforcement authorities or emergency service personnel if required, coordinate with center’s transportation team members, complete incident report.
ATTACHMENT C - ENACTMENT AND CUSTOMER SERVICE PLAN
Section 5 – Enactment and Customer Service Plans

Sunrise Adult Day Care Center first priority is safety and reliability in servicing ADA clients. We strive to provide best customer service to help improve client’s health well-being and ensure safety. Each client is treated with respect and dignity.

We provide services with care and compassion to the underserved and minority living in the community: Hispanics, Filipinos, Americans and African Americans. Our bilingual staff members are fluent in the client’s native language which enhances the services they receive by having common grounds with the clients. We understand their cultures, their needs and can better communicate with them and their families.

We will partner with RTC to safely and cost-effectively transition paratransit rider to Specialized Medicaid Mobility service by:

- Safe and convenient door-to-door transportation service attend the center and to other non-emergency medical appointments.
- On-Time Performance and minimize missed trips by establishing and dispatching efficient daily schedules
- Courteous drivers who are caring and compassionate and have sensitivity and understanding ADA certified client’s needs. Drivers never leave clients unattended. Drivers required to wear uniform and identification badge.
- Well maintained clean vehicles and practice safe driving on the road. Establish vehicle preventive maintenance procedures, training on safe driving,
- Maintain open door policy for clients feedback (complaint, compliments, or suggestions) and establish survey for customer satisfaction on transportation service
- Establish handling customer complaint process to resolve any issues
- Have staff readily available to address ADA client’s needs
- Outreach to the community to help reduce demand on RTC ADA paratransit service
- Establish policies on no show, cancellation, wait time, lift procedures, loading and unloading passenger, driver’s conduct and professionalism, compliance with rules and regulations, and ADA and Title VI Civil Rights

NOTE: According to the Americans with Disabilities Act, it is not discrimination for an entity to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct. However, an
entity shall not refuse to provide service to an individual with disabilities based solely on the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons. (i.e. Tourettes Syndrome)

- Document all incidents and accidents and immediately reporting them to appropriate staff and regulatory agencies and RTC within the required timeframe.
- Communicate with RTC of any issues that may arise.
- Follow RTC complaint handling process.

As mentioned, our first priority is the well-being of our clients. We have made an impact in our client's life and the family. We receive compliments from them frequently. We provided couple of the customer satisfaction letters and are included in the Appendices, Attachment B.
Section 6 – Key Personnel

Sunrise Adult Day Care Center’s first priority is to provide safe and reliable transportation service to the clients so that our clients can receive needed care prescribed by their physicians. Transportation service is critical to Sunrise ADC’s operation to help maintain or improve client’s health well-being. Our key personnel for the Specialized Medicaid Mobility service consist of project manager, operations manager, and safety and security manager. The management team work together with drivers, dispatcher, support staff and clients and family to serve the clients efficiently and effectively.

1. Project Manager – Eunice Kim

Eunice Kim has over 8 years of experience in developing and administering adult day care programs including transportation service. She established Sunrise Adult Day Care Center in 2017, licensed to operate in December 2018 and has working knowledge of all aspects of transportation services. Roles and Responsibilities for transportation service:

- Supervise all aspects of transportation service
- Ensure highest quality of service to the clients
- Establish policies and monitor compliance with rules and regulations
- Hiring appropriate staff
- Manage accounts and operating records
- Liaison with clients, clients’ family and their physicians, Medicaid, MTM, and RTC.

2. Operations Manager – Joyce Kim

Ms. Kim has over 6 years of experience in transportation service at Sunrise ADC. He began as a transportation dispatcher and has been promoted to Operations Manager. Roles and Responsibilities:

- Day-to-day operation on transportation service for center’s clients
- Work hand-in-hand with drivers for smooth pick up and drop off
- Route planning
- Resolve issues arise from daily operation
- Required in-service training
- Communicate with driver, clients, MTM, RTC

3. Safety and Security Manager – Leo Cordero

Mr. Cordero has worked at Sunrise ADC since inception. He gained knowledge and experience in transporting clients to and from day care centers ensuring safety for clients. He communicates with clients to determine their needs including

Submitted by Sunrise Adult Day Care Center April 2, 2020
transportation. He communicates with drivers and managers on issues pertinent to transportation and maintain rapport with clients and their families. He can competently perform the duties of Safety and Security duties as prescribed in the sample contract.

Roles and Responsibilities:
- Coordinate with Project Manager and Operations Manager for safety and security matters for center
- Perform safe and security duties as prescribed in sample contract
- Conduct training and refresher training
- Maintain documentation

Resumes are included in the Appendices. See Attachment A.
Section 7 - Staffing Plan

Sunrise ADC current staffing plan for the Specialized Medicaid Mobility service consists of management, vehicle operators, dispatcher, receptionist, administrative support, and outside services for vehicle maintenance and other professional services. All employees must pass physical exams and background checks for compliance with federal and state regulations and program requirements.

Vehicle operators (drivers) must have valid Nevada driver’s license to operate the vehicles and have good driving record.

Sunrise ADC has established driver training, drug and alcohol training, screenings, sensitivity to delicate client training, and EEO requirements.

Driver training consist of an annual training manual presentation on the safe loading and unloading of frail seniors and disabled participants, safe transporting of participants and maintaining current license and certification requirements. Also any discussion of policy that might have come up from RTC or other regulatory agencies is communicated to the drivers and administrative staff members. Open discussion and Q and A is drivers have any concerns.

Sunrise ADC follow FTA guidelines on Drug & Alcohol Testing requirements and utilize training materials available at the FTA website and/or utilize professional trainers or consultants in safety to ensure our staffs are kept aware of rules and regulations, safety.

Sunrise ADC is an equal employment opportunity (EEO) organization and will comply with FTA EEO Program Guidelines by establishing EEO plan accordingly.

The Federal Transit Laws, 49 U.S.C. 5332(b), provide that “no person in the United States shall on the grounds of race, color, religion, national origin, sex, or age be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any project, program or activity funded in whole or in part through financial assistance under this Act.” This applies to employment and business opportunities and is considered to be in addition to the provisions of Title VI of the Civil Rights Act of 1964.

The FTA’s Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin.

We include EEO policy and Code of Conduct policy in the employee handbook and training packet.
Regional Transportation Commission of Southern Nevada  
Request for Application No. 17-066-01 Specialized Medicaid Mobility Services  
Proposal by Sunrise Adult Day Care  
3930 Leon Ave. #130, Las Vegas, NV 89130 Phone: 702-466-1900 Fax: 702-916-4844

Sensitivity to delicate clients  
Drivers complete training modules on topics for awareness of ADA clients and maintain completion record. Sunrise ADC will monitor and review training is completed.

We access FTA website to become aware of any changes in regulation and communicate to appropriate staff and provide training on the changes.

Below is our staffing plan to meet the RTC ADA Certified demand for Specialized Medicaid Mobility service:

<table>
<thead>
<tr>
<th>Position Category / Title</th>
<th>Year 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management / Key Personnel</td>
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<tr>
<td>Operations Manager</td>
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<td>Safety &amp; Security Manager</td>
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<td>Receptionist/answer calls</td>
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<tr>
<td>Billing and Reporting</td>
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<tr>
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</table>

Submitted by Sunrise Adult Day Care Center  
April 2, 2020
Section 8 – Client List

The current client list has been completed and uploaded in accordance with RFA requirement. Currently, there are 62 Medicaid clients who are either RTC ADA certified or pending interview with RTC for ADA certification or have been interviewed waiting for approval.

It should be noted that our average daily attendance increased significantly over the past 14 months, and we project continuous growth due to high demand for our service. We believe by July 2020, our anticipated average daily attendance will be 65 clients per month which are approximately 2900 rides per month.
Section 9 - Appendices

Attachment A – Key Personnel Resumes
Attachment B – Customer Satisfaction Letters
Attachment C – State Business License
Attachment A – Key Personnel Resumes

Eunice EunHee Kim
8866 Sanibel Shore Ave Las Vegas, NV 89147 702-468-9994 keh6637@gmail.com

Experience

Administrator/Project Manager, Sunrise Adult Day Care  
January 2019 – Present
• Oversee and manage daily operation of the facility, ensure best care and services
• Supervise staff, maintain rapport with clients
• Liaison for participants, physician, participant’s family and care teams

Program Director, New Life Adult Day Health Care  
December, 2016- Present
• Program Director-Development of plans for the facility’s operation
• Training of qualified staff, supervisions and appropriate disciplinary action of staff
• Developing implementation of an evaluation plan of recipient services

Program Director, Almost Home Adult Daycare, LLC  
December 2011- November 2016
• Program Director-Development of plans for the facility’s operation
• Training of qualified staff, supervisions and appropriate disciplinary action of staff
• Developing implementation of an evaluation plan of recipient services

Intern, Orchard Nursing Home, Provo, UT  
Fall, 2010
• Worked closely with a social worker to organize the resident information
• Assisted the activity coordinator in planning games and activities for elderly residents
• Provided care and companionship for the residents

Intern, Courtyard at Jamestown - Assisted Living, Provo, UT  
Fall, 2008
• Planned games and activities for elderly residents
• Provided care and companionship for the residents

Education

University of Utah, Salt Lake City, UT  
December 2011
• M.S. in Gerontology

Brigham Young University, Provo, UT  
August, 2009
• B.S. in Marriage, Family, and Human Development
• Minor in Gerontology and TESOL

Dong-Rae Women’s College, Busan, South Korea,  
February, 1996
• Music

Service

Teaching at the Korean School, Provo, UT  
2006 - 2010
Volunteered as an aid for the elderly living alone in Busan, Korea  
1994 - 2002
Offered free music tutoring for underprivileged children, Busan, Korea  
1997 - 2000

Personal Information

Certified in Gerontology program, BYU, Provo, UT  
August, 2009
Certified in Teaching Music, Busan, Korea  
February, 1996
Great listener, patient, honest, hard-working, persistent, and good singer

Submitted by Sunrise Adult Day Care Center  
April 2, 2020
Regional Transportation Commission of Southern Nevada
Request for Application No. 17-066-01 Specialized Medicaid Mobility Services
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Jung (Joyce) Ah Kim
4766 Millbrook Ct., Las Vegas, NV 89146 702-328-2517

Adult Day Health Care Program Director & Transportation Operation Manager
Goal-driven, compassionate, professional manager with over four years of related, hands-on experience in a medical care field. Adaptable and accustomed to the restructuring of work and increasingly changing regulatory environment. Proven successful managing personnel, finances, facility operations, and concurrently managing safety, security and training for transportation programs. Strong communication, organizational, and problem solving skills. Fluent in English, Spanish and Korean Languages.

Areas of Experience
- Staff Training & Development
- Staff Evaluation
- Disease Prevention
- Public & Community Relations
- Project Development & Management
- Certified Phlebotomy Assistant
- Team Coordination & Leadership
- Decision Making & Problem Solving
- Recipient/Client, Caregiver, Family Support
- Time Management
- Certified Clinical Medical Assistant
- Trapeze & Citrix Certified

Work Experience
2/2019 – Present
Sunrise Adult Day Care
Administrator Assistant/Transportation Safety & Security Manager
- Supervise operations
- Directs, manages, and trains 10 staff to include program aides and company drivers
- Develops Policies and Procedures to include interpretation of transportation rules and regulations

12/2013 – 7/2018
Almost Home Adult Day Care, LLC
Las Vegas, NV
Program Director & Transportation Safety and Security Manager
- Directs operations
- Works directly with the Transportation Project Manager to ensure security and safety for its ridership
- Directs, manages, and trains 14 staff to include program aides and company drivers
- Develops Policies and Procedures to include interpretation of transportation rules and regulations
- Provides backup assistance to Transportation manager concerning Trapeze and Citrix scheduling
- Provides quality assurance for operations to include transportation programs

2010 - 2012
Jae Hoon Corporation
Guam, U.S.A.
Territory
- Managed day-to-day operations to include hiring, orientation, discipline, and evaluation.
- Provided liaison between associated companies and clients
- Managed accounts receivable, accounts payable and company bookkeeping records
- Maintained office budget, office maintenance, and procured office supplies and equipment.

Education
2008 Korean Soongsil Cyber University – Bachelor of Arts – Counseling Psychology
1989 Baekseok Arts University – Associate Degree – Department of Early Childhood Education
1987 Seoul Sam Yuk High School – Academic Diploma

Submitted by Sunrise Adult Day Care Center April 2, 2020
Regional Transportation Commission of Southern Nevada
Request for Application No. 17-066-01 Specialized Medicaid Mobility Services
Proposal by Sunrise Adult Day Care
3930 Leon Ave. #130, Las Vegas, NV 89130 Phone: 702-466-1900 Fax: 702-918-4844

Leandro Cordero
2350 Van Der Meer St, N Las Vegas, NV, 89030
Cell: 702-666-3208
leandrocrdr@yahoo.com

Professional Summary
Experienced and reliable transportation safety and security manager. Company Driver with
work experience at a number of well-established companies. Strong auto mechanical
background and ability to identify potential vehicle operation problems. Mindful of all current
safety and security rules governing large vehicle operation.

Core Qualifications
- Solid familiarity with all DOT (Department of Transportation) rules and regulations
- Good ability to consistently lift objects weighing up to 50 pounds
- Excellent driving history
- Superior written and oral communication skills
- Ability to complete required reports and other documentation fully and accurately
- MTM Certified.

Experience
Transportation Safety and Security Manager/Company Driver 02/15/2019 – Present
Sunrise Adult Daycare LLC, Las Vegas, NV
- Transport clients from Center to locations in a timely and safe manner.
- Performed minor vehicle repairs as needed.
- Adhered to all appropriate local and state safety regulations.
- Loaded and unloaded trucks with product for delivery.
- Completed and submitted all required product tracking paperwork.
- Maintained exterior and interior cleanliness of company vehicles.

Uber Driver 06/15/2016 – 08/10/2019
Sunrise Adult Daycare LLC
Las Vegas, NV
- Follow relevant safety regulations and state laws governing vehicle operation and
ensure passengers safety.
- Provide passengers with assistance entering and exiting vehicles, and help them with
any luggage.
- Complete accident reports when necessary through the uber app.
- Perform routine vehicle maintenance such as regulating tire pressure and adding
gasoline, oils.
- Pick up and drop off passengers at prearranged locations daily.
- Perform minor vehicle repairs such as cleaning spark plugs, check tires pressure or
take vehicles to mechanics for servicing.
- Provide passengers with information about the local area and points of interest, or give
advice on hotels and restaurants.

Education
High School Diploma, 1999 Holguin, Cuba

Submitted by Sunrise Adult Day Care Center
April 2, 2020
Sunrise Day Care
Transportation Dept.

I rely on these services because of my vision, walking difficulty and my mental health problems. These services and assistance is essential to aide me in my essentials for living, doctor's visits, State offices, etc. to and from my appointments to the Sunrise Center.

Mike Meada
For transportation dep. Sunrise Day Care

I really need this transportation help. I have a mental and physical disability. They help us to get on the bus, drive to Sunrise Day Care, they also are there for my other needs.

[Signature]

Submitted by Sunrise Adult Day Care Center

April 2, 2020
NEVADA STATE BUSINESS LICENSE

SUNRISE ADULT DAY CARE, LLC
Nevada Business Identification # NV20171461719

Expiration Date: July 31, 2020

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 31, 2019.

Barbara K. Cegavske
Secretary of State

You may verify this license at www.nv sos.gov under the Nevada Business Search.

License must be canceled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived.

Submitted by Sunrise Adult Day Care Center

April 2, 2020
ATTACHMENT F - TRIP EDIT PROCESS

RTC Specialized Medicaid Mobility Services Trip Edit Accuracy Standards

Accuracy of data is critical for reporting to the FTA and for system planning and evaluation. The paper manifest is an important document for reconciliation. The accuracy of the data being documented and recorded will be evaluated by the standards reflected by the Accuracy Standards.

The following standards will apply for Trapeze data entry by contractor staff for Supplemental Medicaid Transportation Services (SMMS). RTC staff will audit a set number of randomly selected run manifests which will consist of a minimum of 10% of ATS runs and score them based on errors found and total number of records updated for each category by contractor staff. Audits will be performed on a per month basis.

Accuracy standards will apply for the following categories:

- Vehicle Assignment
- Arrive / Depart Times
- Odometer Reading
- Passenger Counts
- Trip Status (Perform / No Show / Cancel at the Door / Missed Trip)
- Fare Information

Each category will be rated separately for accuracy and have its own accuracy standard. Accuracy standards and scores are based on a percentage of correct entries. Scores must be at or above the published standard for each category to be considered satisfactory.

This is calculated by taking the total of entries for the category and subtracting the number of errors made and then dividing the subtotal by the total number of entries and then multiplying by 100.

In the following example, there are 1200 total entries and 9 errors. The calculation would be as follows: $1200 - 9 = 1191 \quad 1191/1200 = 0.9925 \quad 0.9925* 100 = 99.25\%$

The accuracy rate is 99.25% in this example.

The categories and accuracy rates are listed in the table on the following page:
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Accuracy Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Assignment</td>
<td>The correct vehicle is assigned to the run. A missing vehicle number or incorrect vehicle number would count as an error.</td>
<td>99%</td>
</tr>
<tr>
<td>Arrive / Depart Times</td>
<td>The Actual Arrive and Actual Depart times must match or be within 5 minutes of the times recorded on the manifest or AVL system. Missing or incorrect times will count as an error.</td>
<td>98%</td>
</tr>
<tr>
<td>Odometer Readings</td>
<td>The odometer field must match the odometer reading recorded on the manifest. Missing or incorrect odometer values will count as an error.</td>
<td>98%</td>
</tr>
<tr>
<td>Passenger Counts</td>
<td>The number of passengers loaded must match what is recorded on the manifest. For example, if the manifest lists a Client and a PCA at a pickup but only the Client boards the vehicle, the PCA must be removed from trip itinerary to match what is recorded. Incorrect passenger counts will result in an error.</td>
<td>99%</td>
</tr>
<tr>
<td>Trip Status (P / NS / CD / NM)</td>
<td>The trip must reflect the correct scheduling status as recorded on the manifest. For NS and CD trips where the driver arrived outside the on-time window, the trip must be marked as a Missed Trip (NM). A trip that is marked incorrectly or is missing their scheduling status will result in an error.</td>
<td>99%</td>
</tr>
<tr>
<td>Fare Information</td>
<td>Trip Edit staff are responsible for inputting the Fare Collected and changing Fare Types when operator notes such on the manifest. Each trip will be checked to insure the fare type for each passenger and fare collected are recorded correctly. Incorrect or missing information will result in an error. If multiple errors occur on a single trip, only one error will be counted for the trip.</td>
<td>98%</td>
</tr>
</tbody>
</table>
TRIP EDIT INSTRUCTIONS FOR CONTRACTOR

**Purpose:**

To streamline trip edit data entry by eliminating a 100% manifest updating process.

**Process:**

**Step 1**
- Run the RTC trip edit error report prior to beginning the trip edit process.
- Address only those specific items on the report, making the appropriate corrections:
  - Except in cases where the data that caused the error is correct. Examples include:
    - multiple pick-ups / drop-offs at the same address
    - excessive mileages that actually occurred
  - Questions on exceptions should be immediately referred to RTC staff.
- Maintain the original audit report with the manifests

**Step 2**
- Run the RTC trip edit error report again when all Editors have completed the report corrections.
- Make any further corrections that appear on the report.
- Maintain the follow-up audit report with the manifest.

**Step 3**
- Continue with Step 2 until no errors appear on the report or any remaining errors are evidenced by discrepancies on the driver paper manifest.
- Notify RTC when the day has no errors on the report and is considered complete.
- Submit the requested manifests and original trip edit error report for RTC Audit.

**Step 4**
- Run the Trip Count Report and the Productivity Report
  - Ensure that the two reports match
    - Number of trips
    - Fare collected
  - If the reports do not match identify the days where there is a variance and correct the trips that are causing the variance by verifying the following:
    - Purpose
    - Provider
    - Funding Source
    - Para Service Type
    - Fare Type
ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

1. **Lack of Impartiality or Impaired Objectivity** – when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.

2. **Unequal Access to Information** – The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

3. **Biased Ground Rules** – During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to propose to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, at its discretion, cancel the contract award. In the event the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms “contract,” “supplier,” and “Purchasing Representative” modified approximately to preserve the RTC’s rights.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.

[Signature]

Bidder/Proposer’s Signature and Date

4-2-2020

Eunice Kim

Typed or Printed Name

Administrator/Managing Member

Title

Sunrise Adult Day Care, LLC

Company Name

3930 Leon Ave. #130, Las Vegas, NV 90130

Company Address
Type of Business:

☐ Individual  ☑ Limited Liability Company  ☐ Corporation  ☐ Trust  ☐ Other

Business Name:

Sunrise Adult Day Care

Business Address:

3930 Leon Ave. #130
Las Vegas, NV 89130

Business Telephone:

702-466-1900

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

Eunice Kim

Silver Town Incorporated (c/o Howard Chin)

Title

Administrator/Managing Member

Member

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

Administrator

Print Name

Eunice Kim

Date

4-2-2020
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<th>DOB</th>
<th>LastName</th>
<th>FirstName</th>
<th>Middle Name</th>
<th>StreetNo</th>
<th>Unit</th>
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## REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

### AGENDA ITEM

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

**SUBJECT:** APPROVE AMENDMENT  

**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 AMENDMENT NO. 03 TO CONTRACT 18-086, WAYCARE ARTIFICIAL INTELLIGENCE SYSTEM FOR TRAFFIC SAFETY AND TRAFFIC FLOW OPTIMIZATION, WITH WAYCARE TECHNOLOGIES, INC. IN THE NOT-TO-EXCEED AMOUNT OF $989,450.00 FOR THE PERIOD OF JUNE 1, 2020 THROUGH MAY 31, 2021, PURSUANT TO NEVADA REVISED STATUTE 332.115.1(H), AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

### GOAL:

INCREASE SAFETY FOR BOTH MOTORIZED AND NON-MOTORIZED USERS

### FISCAL IMPACT:

Funds in the amount of $75,000.00 are budgeted and available in the Administrative Fund for Fiscal Year 2020. Funds will be budgeted in the same fund in future fiscal years.

### BACKGROUND:

On May 24, 2018, the RTC approved contract 18-086, Waycare Artificial Intelligence System for Traffic Safety and Traffic Flow Optimization, for the period of May 24, 2018 through May 31, 2020, with three one-year renewal options, for a base term not-to-exceed amount of $779,900.00.

Amendment No. 01 was approved on February 14, 2019, to provide for the RTC and the Nevada Department of Transportation (NDOT) to collaborate on utilizing the Waycare predictive analysis platform system, which will aid in reducing incident response times, improve traffic safety, and prevent overlapping of responsibilities and duties already covered in RTC’s contract with Waycare. RTC and NDOT have approved Interlocal Agreement 18-0861L to set the terms of the collaboration and provide for additional funding. Amendment No. 02 was approved on March 14, 2019, for additional services for enhanced real-time integration of in-vehicle data into Waycare’s incident and traffic management platform.

This recommendation is to approve Amendment No. 3, to exercise renewal option one of three; and incorporate the scopes of services form Amendment No. 1 and No. 2 into the renewal option one of three and for the remaining option years, if exercised. The annual not-to-exceed amount for each option year is $989,450.00. The revised total contract not-to-exceed amount is $2,108,350.00.

Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD  
Chief Executive Officer  

RTC Item #41  
May 21, 2020  
Consent
AMENDMENT NO. 3

CONTRACT 18-086
WAYCARE ARTIFICIAL INTELLIGENCE
SYSTEM FOR TRAFFIC SAFETY AND
TRAFFIC FLOW OPTIMIZATION

This AMENDMENT is made and entered into as of the 21st day of MAY, 2019 (“Effective Date”), by and between the 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 WAYCARE TECHNOLOGIES, INC., (hereinafter referred to as “SERVICE PROVIDER”), incorporated in the state of Delaware, having its principal office located at 550 California Avenue, Palo Alto, CA 94306, for artificial intelligence system for traffic safety and traffic flow optimization Services (hereinafter referred to as “Project”).

RECITALS:

WHEREAS, the Parties entered into Contract 18-086 entitled “Waycare Artificial Intelligence System for Traffic Safety and Traffic Flow Optimization” dated May 24, 2018, (hereinafter referred to as “Contract”) subsequently amended on February 14, 2019 and March 14, 2019; and

WHEREAS, the Parties desire to amend the Contract to add funds for additional services required by the Nevada Department of Transportation for option year one and subsequent option years, if exercised; and

WHEREAS, the Parties desire to amend the Contract to add funds for additional services for real-time integration of in-vehicle data into Waycare’s incident and traffic management platform for option year one and subsequent option years, if exercised.

NOW, THEREFORE, in mutual consideration of the mutual covenants, promise, terms, and conditions herein, it is mutually agreed by RTC and the SERVICE PROVIDER to amend the Contract as follows:

AGREEMENT

The Parties, pursuant to Section E-27 of the Contract, agree to amend and modify the Contract as follows:

1. B-3 PRICES/COSTS/DELIVERABLES, paragraph (b)

Add the following at the bottom of paragraph (b):
The not-to-exceed amount for each option year of this Contract, if exercised, is $989,450.00 (Nine Hundred Eighty-Nine Thousand, Four Hundred Fifty Dollars and Zero Cents).

2. B-5 CONTRACT TERM, (b) Performance Period

Add the following at the bottom of paragraph (b):
The Parties agree to exercise the Contract’s first one-year renewal option from June 1, 2020 through May 31, 2021.
3. EXHIBIT A – SCOPE OF SERVICES

Delete:
Existing Exhibit A – SCOPE OF SERVICES in its entirety

Replace with:
Exhibit A – SCOPE OF SERVICES, dated May 21, 2020

All other provisions, covenants, and conditions of the original Contract shall remain in full force and effect, and the Contract is incorporated into this Amendment by reference.

Miscellaneous

4. Effect of this Amendment on the Agreement; Interpretation. The Parties acknowledge and agree that the Agreement has not been amended or modified in any respect, other than as set forth in Sections 1-3 above. This Amendment does not alter, amend, or otherwise modify the terms and conditions of the Agreement, all of which unmodified terms and conditions shall continue in full force and effect.

5. Dispute Resolution. If any dispute arises under this Amendment, then such dispute shall be resolved pursuant to the dispute resolution provisions contained in the Agreement.

6. Counterparts. This Amendment may be executed in multiple counterparts including .PDF, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

7. Severability. If any term or provision of this Amendment shall be adjudicated invalid or unenforceable by a non-appealable order of an arbitrator or court of competent jurisdiction, then the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

8. Conflicts. The terms of this Amendment shall control over any conflicts between the terms of the Agreement and the terms of this Amendment.

9. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.

11. No Party Deemed Drafter. The Parties agree no Party shall be deemed the drafter of this Amendment and in the event this Amendment is ever construed by an arbitrator or court of competent jurisdiction, such arbitrator or court shall not construe this Amendment or any provision hereof against any Party as the drafter thereof. Each Party to this Amendment acknowledges that it has contributed substantially and materially in the preparation and negotiation of this instrument.
12. **Additional Actions and Documents.** The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this Amendment.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date written above.

WAYCARE TECHNOLOGIES, INC.
By: NOAM MAITAL
Chief Executive Officer

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA
By: LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:
By: RTC LEGAL COUNSEL
Management Analyst

ATTEST:
By: MARIN DUBOIS
Management Analyst
Exhibit A – SCOPE OF SERVICES
(dated May 21, 2020)

WAYCARE ARTIFICIAL INTELLIGENCE SYSTEM FOR TRAFFIC SAFETY AND TRAFFIC FLOW OPTIMIZATION

YEAR ONE OPTION TASKS

1. Summary:
Over the last two years Waycare has worked closely with the Regional Transportation Commission of Southern Nevada (RTC) and specifically FAST to improve traffic safety and traffic management operations in the Southern Nevada region. The base contract, expiring May 31st, 2020, allows RTC three, one-year contract extension options as outlined in the existing contract. RTC will extend the base services for one year through May 31st, 2021.

The following scope outlines the continued services Waycare will provide throughout the contract extension period:

a. Waycare multi-tenant GIS based platform
   i. Cross-agency collaboration - Waycare’s platform deployment with other regional entities, such as NDOT and NHP, has provided frictionless communication among the agencies.
   ii. Synthesize disparate data sources - Waycare integrates with multiple sources across Southern Nevada, including the FAST ITS environment alongside NDOT FSP, NDOT Maintenance, FAST Transit data, road closures, weather, and other crowdsourced data.
   iii. Ongoing maintenance and support - Waycare will provide 24/7 support and regular platform updates on a continuous basis.

b. Smart Connect - Gives Traffic Management Operators full visibility of their roadways in real-time.
   i. Automated AI-driven incident identification - RTC FAST, will continue to improve on incident response times, with an emphasis on early warnings that are driven by Waycare’s system alerts.
   ii. Irregular congestion algorithm - FAST operators automatically identify traffic irregularities through the Waycare platform to take early mitigation actions.
   iii. Predictive analytics - RTC FAST uses Waycare’s predictive analytics to predeploy assets such as DMS and NHP troopers proactively to prevent crashes. Initial results have shown >10% decline in primary traffic crashes.
   iv. Reporting and analysis - Waycare’s back-office solution enables post-incident and congestion investigation. All data is exportable and available for multiple users across RTC.
v. **Outbound communication** - Smart Connect APIs have allowed FAST to communicate events in real-time to the public via direct unified APIs to Govdelivery, Waze, Twitter, and other sources.

c. **CV Engine** - Expands the capabilities of the platform by leveraging contextual driving behavior to produce insights in real-time.
   
i. **Intersection performance** - Waycare will continue developing a dynamic algorithmic based solution with RTC to evaluate intersection performance based on connected vehicle data.
   
ii. **Predictive incident impact algorithm** - Enables forward looking incident prediction on arterials and freeways impacting congestion and safety. This feature examines directional and locational variables.

iii. **Real-time data integration - connected vehicle real-time probe data throughout SoNV.** Waycare collects data from over 5,000 connected vehicles, supplied by telematics and OEM partners. Contextual driving behavior such as harsh braking, accelerations, swerving, are all key indicators of hazardous conditions and improve incident identification.

d. **Other Activities:**
   
i. Provide data and analytics support to evaluate transportation trends as they relate to Covid-19 mitigation and adaptation strategies.
   
ii. Facilitate regular discussions with RTC and regional partners to meet key targets and measure performance.

2. **Goals:**

   1. Maintain and improve RTC/FAST incident identification capabilities across both freeways and arterials in SoNV.
   
   • 9-minute improvement in incident improvement in incident identification and response across SoNV

2. Reduce response times by enabling FAST/RTC to provide early notification and verified location of incidents to first responder agencies.
   
   • FAST confirming incident via Waycare platform has reduced mitigation time for NHP and for service patrol enabling faster clearance times, reducing risk of secondary, and improving first responder’s safety by getting them out of harm's way faster.

3. Shift from a reactive to a proactive traffic management approach by leveraging predictive analytics and AI to provide early alerts via DMS and prepositioning of NHP units at high risk roads.
   
   • Proactive crash preventive measures have already shown 17% reduction in primary crashes on a key segment of I15. Program has since been expanded across more freeways in partnership with NDOT and NHP.

4. Enable unified data management for FAST operators and management.
• NDOT FSP, NDOT Maintenance, NHP, and RTC all share critical information in real-time via the Waycare platform.

5. Improve FAST analytics and reporting capabilities.
   • Waycare Backoffice capabilities have allowed RTC to analyze post-incident data.

6. Keep an open, streamlined and transparent communication channel to share critical information between agencies FAST collaborates with on a daily basis.
   • Public is informed today via the Waycare platform pushing out to Govdelivery, twitter, Waze and other mechanisms. Early results showed a 3x increase in reach of public notifications compared to before Waycare was deployed.

7. Continue showcasing a two-way communication system between the traffic operations and connected vehicles in near real-time.

3. **Timeline:** June 1st, 2020 through May 31st, 2021 - after which RTC will have two one-year contract extension options.

4. **Ongoing Services:**

<table>
<thead>
<tr>
<th>Summary of Services for One Year Extension of the Base Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Multi-tenant platform (up to 50 licenses)</strong></td>
</tr>
<tr>
<td>• Cross-agency collaboration</td>
</tr>
<tr>
<td>• Synthesize disparate data sources</td>
</tr>
<tr>
<td>• Ongoing maintenance and support</td>
</tr>
<tr>
<td><strong>Smart Connect (up to 50 licenses)</strong></td>
</tr>
<tr>
<td>• Automated AI-driven incident identification</td>
</tr>
<tr>
<td>• Irregular congestion algorithm</td>
</tr>
<tr>
<td>• Predictive analytics</td>
</tr>
<tr>
<td>• Reporting and Analytics</td>
</tr>
<tr>
<td>• Outbound Communication</td>
</tr>
<tr>
<td><strong>Support and Maintenance</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>
SCOPE OF SERVICES

REAL-TIME INTEGRATION OF IN-VEHICLE DATA INTO WAYCARE’S INCIDENT AND TRAFFIC MANAGEMENT PLATFORM

1. Benefits

The continuation of operations in conjunction with RTC allows Waycare to gather data, learn from specific data sets, and develop functionalities that will benefit the organization such as: intersection performance, arterial impact, and safety insights.

The in-vehicle data injected into the RTC environment is enabling the Waycare data science team to update the incident detection algorithm along with other core services of the platform. In addition, Waycare has worked together with RTC to outline new insights that can be provide based on the CV data streams. This data has already proven to dramatically enhance the results of current activities. Benefits are summarized below:

A. As opposed to hundreds of vehicles providing data from aftermarket telematics sources, Waycare will continue to acquire data directly from a minimum of 5,000 connected vehicles. The quality and quantity of data for use significantly enhances an already rich system of data ingestion and use. Data from up to 10,000 connected vehicles may become available during the length of the contract, at no additional cost to RTC.

   a. The data sets will include the following data types:
      i. vehicle location
      ii. speed
      iii. direction
      iv. driver behavior alerts:
         1. harsh breaks
         2. acceleration
         3. Harsh breaking
         4. Steering
      v. additional unique alerts such as crash indication, vehicle break-down, etc.

B. Waycare has leveraged the CV data stream to identify a significant correlation between harsh braking and near misses in a report prepared using in-vehicle data along certain corridors under RTC’s jurisdiction. This information allows for the continued prioritization of road safety improvements, as well as alerting drivers of risk zones for proactive crash prevention.

C. Connected vehicle data allows Waycare and RTC to provide analysis such as the percentage of vehicles that have stopped and turned in an intersection in real-time, as well as the average speed and the length of the vehicle queue. These insights have produced the intersection performance feature that will be standard in operations going forward.
D. RTC is the first agency to truly utilize in-vehicle data for daily traffic operations on freeways and arterials. As such, it puts the agency in a unique position to respond and develop strategies for future mobility use cases in the region.

E. Periodically, Waycare and RTC will collaborate to evaluate the results so that proper decisions can be made for sustaining, expanding, and adjusting data acquisition, goals, and KPIs. Examples of measured KPIs include:
   a. Number of driver safety alerts
   b. Number of infrastructure alerts
   c. Reduction in response time to incidents
   d. Incident clearance times
   e. New features based on use cases from in-vehicle data

2. **Deliverables and Key Performance Indicators (KPIs)**

   A. Waycare will continue to leverage existing agreements and new agreements for the data acquisition and licensing. Multiple sources ensure robustness of data and diversity of the data. All data obtained during operations will be available to RTC. In addition, the data will be integrated with current Waycare solutions to enhance functionalities such as incident identification and irregular congestion detection.

   B. Provide real-time visibility to traffic performance measures for roads on which hardware sensors are not installed, generating safety insights for certain “blind spot” areas.

   C. Implement two new features that would be heavily reliant on the CV data stream.

   D. Showcase impact by identifying road hazards based on in-vehicle data, such as harsh braking and irregular steering, thus enabling data-driven decisions to improve road safety.

   E. Improve detection and response times to crashes, road incidents, damage to road infrastructure, and roadwork areas based on in-vehicle data.

   F. Showcase feasibility to expand RTC’s intersection performance measures based on in-vehicle data to improve traffic flow and optimize traffic lights timing. Example measures include:
      a. Average wait time at intersection
      b. Percentage of vehicles passing through intersection
      c. Traffic backup queue distance
      d. Safety events in/around intersection
      e. Number of Intersection infrastructure failures

   G. Showcase impact on road safety as defined by FHWA SHRP-2 Traffic Incident Management performance measures:
a. Roadway Clearance Times
b. Incident Clearance Times
c. Secondary Incident Identification and Reduction
d. First Responder Struck-by Incident Identification and Reduction

H. Provide visibility of road incident impact on travel times, thus enabling data-driven decisions to optimize traffic incident management, as well as post event analysis and reporting.

I. Explore opportunities and use cases for leveraging vehicle data to improve public transportation, major events traffic management, shared mobility solutions, and increase visibility of performance from both a traffic safety and traffic flow perspective by generating regular and relevant reporting based on in-vehicle data.

3. Geographic Scope:
   Southern Nevada region

4. Timeline:
   This addendum will take effect June 1, 2020 and operations will continue through May 31st, 2021

5. Data providers (final list may vary based on data availability and new data partnerships; however, data from a minimum of 5,000 vehicles will be provided):
   a. Geotab
   b. Greenroad
   c. Moj.io
   d. Otonomo
   e. Wejo
   f. FleetComplete

6. Pricing:
   Annual costs of operations will total $150,000. A breakdown of pricing associated with each stage is detailed below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data acquisition and data licensing</td>
<td>$100,000</td>
</tr>
<tr>
<td>Data processing and normalization</td>
<td>$30,000</td>
</tr>
<tr>
<td>Integration</td>
<td>$20,000</td>
</tr>
<tr>
<td>Statistical analysis summary results</td>
<td>---</td>
</tr>
<tr>
<td><strong>Total (12 months)</strong></td>
<td><strong>$150,000</strong></td>
</tr>
</tbody>
</table>
SCOPE OF SERVICES
NDOT WAYCARE
ARTIFICIAL INTELLIGENCE SYSTEM FOR TRAFFIC SAFETY AND TRAFFIC FLOW OPTIMIZATION

I. Introduction

In 2017 the Nevada Department of Transportation (NDOT), the Nevada Highway Patrol (NHP), and the Regional Transportation Commission of Southern Nevada (RTC) implemented the Las Vegas Waycare Pilot Program to enhance multi-jurisdictional interoperable communications and optimize traffic incident response measures in the Las Vegas metropolitan area. The pilot program used a web-based Artificial Intelligence (AI) platform system to provide real-time incident detection and first responder notifications based on multiple sources such as traffic loop detectors, microwave vehicle detectors, on-board vehicle devices, navigation apps, telematics, weather data, special event data, dynamic message sign data, construction and road closure data, roadway camera feeds, traffic crashes and incident information through crowdsourced data and smart connected vehicles.

The results from the pilot program showed an average of twelve-minutes reduction in incident response times, which in-turn enhanced motorist and first responder safety by reducing the probability of secondary incidents. The program is now being evaluated for prediction of high crash probability locations for proactive crash prevention and dynamic traffic flow optimization. A key section of Interstate 15 is being tested and preliminary results are indicating a 17% reduction in primary crashes where preventive measures were deployed.

Due to the success of the pilot program, NDOT and RTC will enter into a two-year joint contract (with the option to renew for two more years) to implement the Las Vegas Waycare Program. This joint contract with RTC will enable NDOT to utilize the Waycare predictive analysis platform system which will interface with the RTC Traffic Management Center, the NDOT DI Road Operation Center, the NDOT DI Maintenance Crews, and the Las Vegas Freeway Service Patrol Program. Including NDOT services and requirements within the existing contract will prevent overlapping of responsibilities and duties already covered in RTC’s contract with Waycare.

II. Project Deliverables

Waycare will provide real-time traffic management capabilities by leveraging a vast number of datasets from both internal and external road sources such as roadway sensors, camera feeds, smart connected vehicles, navigation solutions, telematics data, and more. Waycare will harness machine learning technologies to synthesize all data sets and provide actionable insights to improve traffic incident management and traffic safety operations. Additionally, Waycare will use AI solutions to provide forward looking insights of alerts to identify near-term dangerous roads which in turn will empower proactive traffic safety measures. The Waycare platform system will be a cloud-based interface to enable all relevant public agencies and first responders in Nevada to
join the platform system to unlock actionable cross collaboration amongst agencies to positively impact incident management and traffic flow optimization. Waycare will provide separate platform systems for the NDOT DI Road Operation Center (ROC), NDOT DI Maintenance Crews, and the Las Vegas Freeway Service Patrol Program.

The platform systems will include the following functionalities:

A. Geofenced CCTV incident capture and verified incident location capabilities for improved incident detection, incident response, and incident clearance times.

B. Automated AI driven incident identification synthesizing in-vehicle data alongside internal state resources for traffic incidents, roadway hazards, and structural roadway damage.

C. Predictive analytics with the ability to determine and identify near term dangerous roads with a high likelihood of a traffic crash to occur using contextual driving behavior data from telematics data; daily (24 hour) forecast broken down to 2-hour time segments.

D. Integrate disparate systems into a streamlined intuitive GIS based interface.

E. Automated reporting capabilities with an integrated interface including PDF export functionality for building external reports. Additionally, the system will record and store all events digitally and will make it accessible to NDOT for the life of the contract.

F. The platform systems will use in-vehicle data and machine learning technology to provide alerts of relevant traffic incidents and weather-related road closures, promoting proactive mitigation and response rather than 'discovering' an incident by patrolling routes and/or monitoring roadway cameras.

G. The ROC platform system will integrate an automated outbound feed to 511 for incident alerts eliminating the need for timely and manual submissions. Additionally, the platform system will work in close partnership with Waze and will push approved outbound notifications to the public through the navigation app. Notifications may include road closures, traffic incidents, construction events, severe weather events, and other NDOT approved notifications.

H. The FSP platform systems will focus on incident identification, connectivity functionalities, and incident reporting functionalities to provide a comprehensive understanding of real-time traffic conditions resulting from roadway emergencies under urban applications.

I. The Maintenance Crew platform system will focus on incident identification,
connectivity functionalities, and incident reporting functionalities to provide a comprehensive understanding of real-time traffic conditions resulting from roadway emergencies under urban and rural applications, as well as real-time traffic conditions resulting from severe weather road closures such as fires, avalanches, landslides, earthquakes, floods, high-wind warnings, and other natural disasters.

J. Waycare will acquire the in-vehicle data which will feed via an Application Programming Interface (API) into the Waycare database and platform solution.

K. Waycare will provide ongoing ticketing support, technical support, API support, web-based training sessions, and up to three (3) on-site training sessions.

III. Key Performance Metrics

A. Waycare will establish an accurate database baseline and enable tracking of FHWA SHRP-2 Traffic Incident Management performance measures including roadway clearance times, incident clearance times, secondary incidents, and first responder struck-by incidents. In additions, Waycare will establish an accurate database baseline and enable tracking of incident detection times and incident response times.

B. Waycare will develop operational measures for urban and rural applications and for severe weather events such as fires, avalanches, landslides, earthquakes, floods, high-wind warnings, and other natural disasters. Operational measures include incident arrival, mitigation time, source of identification, outward communication, and correlating operations to traffic flow indicators.

C. Waycare will showcase the feasibility of using predictive analytics for traffic crash detection and ultimately enable proactive preventative measures (i.e. traffic calming, proactive VMS warnings, etc.)

D. Waycare will showcase the impacts of the platform system's ability to streamline multi-jurisdictional interoperable communications to improve traffic safety and Traffic Incident Management (TIM) procedures.

E. Waycare will generate regular and relevant reporting to increase visibility of performance from both a traffic safety and traffic flow perspective.

IV. Data Integration

The following data feeds (historical and real-time) will be integrated into the platform systems, if applicable. In cases where a certain data feed is not available, Waycare will integrate a corresponding external data feed which best fits the purpose of the analysis as such is available.
V. External Data Sources

In addition to the above municipal data feeds, Waycare will enrich the agencies datasets with the following data feeds. Waycare will integrate the best fitted external data feeds as such are available.

1. Crashes
2. Road Incidents
3. Infrastructure failures
4. In-vehicle behavior and safety alerts
5. Travel Times
6. Major events
7. Light conditions
8. Power outages
9. Social media
10. Wind conditions
11. Extreme weather conditions

The following is a list of some of the current data partners that are being used as data sources. The final list will vary based on data availability and new data partnership.

1. Waze
2. Weather Underground
3. Climacell
4. TicketMaster
5. Geotab
6. Zubie
7. Greenroad
8. TrafficCast
9. Inrix
10. HERE
VI. Project Timeline and Geographical Boundaries

The initial project phase of the NDOT Maintenance Crew platform system including stakeholder input, software development, implementation, training, and fine tuning is expected to take place during the first three to six months upon notice to proceed. The ROC and FSP platforms systems have already been developed and do not need to go through the initial project phase.

The complete project duration including the initial phase, on-going support phase, and summary report phase will be through and including May 31, 2020, unless a change extending the term is further agreed to by written amendment and signed by all parties to this agreement.

The Waycare coverage limits for the FSP platform system include the Las Vegas metropolitan area up to the California Stateline. The Waycare coverage limits for the NDOT ROC and NDOT Maintenance Crew platform systems include all the NDOT District I maintained routes, which include the Interstate Routes, US Routes, State Routes, and Frontage Roads as shown in the figure below (approximately 1,965 miles). For more information on the route limits refer to the web-based manual of the 2018 State Maintained Highway of Nevada.
1. **Pricing:**
Annual costs of operations will total $150,000. A breakdown of pricing associated with each stage is detailed below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operational Costs for the ROC, FSP, and Maintenance Crew Platform System</td>
<td>$449,500.00</td>
</tr>
<tr>
<td><strong>Total (12 months)</strong></td>
<td><strong>$449,500.00</strong></td>
</tr>
</tbody>
</table>
# REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

## AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
</tr>
</thead>
</table>

**SUBJECT:** APPROVE CONTRACT

**PETITIONER:** 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 CONTRACT NO. 20-026, FOR INFORMATION TECHNOLOGY PROGRAM MANAGEMENT CONSULTING SERVICES, WITH DYNTEK SERVICES, INC. FOR A NOT-TO-EXCEED AMOUNT OF $300,000.00 FOR THE BASE PERIOD OF JULY 1, 2020 TO JUNE 30, 2022, WITH THREE ONE-YEAR OPTIONS, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AGREEMENT OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

**GOAL:** SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES

## FISCAL IMPACT:

Funds in the amount of $150,000.00 are budgeted and available in the Administrative Fund for Fiscal Year 2021. Remaining funds will be budgeted in the same fund for future years.

## BACKGROUND:

Regional Transportation Commission of Southern Nevada (RTC) staff is requesting approval of the contract with Dyntek Services, Inc. for the period of July 1, 2020 through June 30, 2022 in the not-to-exceed amount of $300,000.00. The purpose of this Contract is to have a qualified Program Management Consultant (PMC) to support the RTC’s Information Technology (IT) division to augment staff resources and ensure projects are completed on time and within budget. PMC personnel will be available to the RTC based on specific authorizations dictated by the amount of work required. The PMC will establish a project organization to perform the IT services, and shall provide project staff in numbers, specialties and classifications and for such durations and at such locations as may be necessary for the performance of these services.

Nevada Revised Statute 332.115.1(i) specifies maintenance and support is exempt from competitive bidding requirements.

Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

RTC Item #42
May 21, 2020
Consent
CONTRACT NO. 20-026
INFORMATION TECHNOLOGY
PROGRAM MANAGEMENT CONSULTING SERVICES

CONSULTANT:
DYNTEK SERVICES, INC.
7140 Dean Martin Dr., #1100
Las Vegas, NV 89118
(P) 702-777-2690
(F) 702-7772691

DESIGNATED CONTACT:
Dan Minella
District Sales Manager
dan.minella@dyntek.com
This Contract is made and entered into this 21st day of May, 2020, by and between the 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 DYNTEK SERVICES, INC. (hereinafter referred to as “Consultant”), incorporated in the state of Delaware, having its regional office located at 7140 Dean Martin Dr., 1100, Las Vegas, NV 89118, for Information Technology Program Management Consulting Services(hereinafter referred to as “Project”).

RECITALS:

WHEREAS, pursuant to NRS 332.115 (i), the RTC selected the Consultant to act as the Program Management Consultant (PMC) to support the operation of the RTC’s Information Technology (IT) division; 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; and

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; and

WHEREAS, the Consultant has the personnel and resources necessary to accomplish the Project within the required schedule and with a budget allowance not-to-exceed THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($300,000.00) for the base period (2 years) of the contract, including all fees for time and labor for salaries, overhead, materials, equipment, licenses, direct non-salary expenses incurred by the Consultant.

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 to for the Consultant to provide expert administration, leadership, strategy development and implementation, and stakeholder outreach services that will help develop and establish the new Southern Nevada Strong department as a regional cross-sector leader for economic growth, complete communities and transportation choice.

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.

(a) “Consultant” means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(b) “Consultant Representative” means the individual authorized to act on behalf of the Consultant regarding routine matters arising under or relating to this Contract.

(c) “Contract” means this document, consisting of Sections A through F, which is binding and effective only upon execution by the RTC.

(d) “Contract Documents” means the following documents which collectively constitute the obligations of the Contractor: (1) this Contract and the attachments hereto; and (2) the Contractor’s proposal.

(e) “Contract Technical Representative” means the RTC representative who is responsible for the coordination of Contract performance between the RTC and the Consultant.

(f) “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.

(g) “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.

(h) “RTC” means the Regional Transportation Commission of Southern Nevada.

(i) “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 the base period of this contract is $300,000.00.
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 monthly invoices on or about the first day of each month. 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, 2022, unless extended through mutual written agreement by both parties.

(c) Contract Renewals – This contract has three (3) one year renewal options with a not to exceed amount of $150,000 per renewal period if exercised.

(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 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
   Email: cheathamc@rtcsnv.com
   Fax: (702) 676-1588

   FOR THE CONSULTANT: DynTek
   Dan Minella, District Sales Manager
   7140 Dean Martin Dr., #1100
   Email: Dan.Minella@DynTek.com
   Fax: (702) 777-2677

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Contract Technical Representative or the Consultant Representative, as appropriate.

D-2 RTC TECHNICAL CONTRACT REPRESENTATIVE / CONSULTANT REPRESENTATIVE

(a) The RTC designates the following as the Contract Technical Representative for this Contract:

   Scott Mazick
   Director of Information Technology
   600 S. Grand Central Parkway
   Las Vegas, NV 89106
   702-676-1573
   mazicks@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:

Dan Minella  
7140 Dean Martin Dr., #1100  
Las Vegas, NV 89118  
(P) 702-777-2690  
dan.minella@dyntek.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 or her or them with a competent person, or subconsultant with the RTC's approval.

D-3 SUPPLIER BACKGROUND CHECKS

(a) 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.

(b) Results of a background check must comply with the RTC background check standards as outlined below:

1. Must utilize a licensed background check; Consultant 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 Proponent has resided in the previous ten (10) years.

2. 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.

3. When assessing criminal conviction records, contractors are required to consider the following factors:
   a. Nature and gravity of the offense(s)
   b. The time that has passed since the offense and/or completion of the sentence; and
   c. 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.

   (c) The contractor is required to collect background information on “Individuals” consistent with the Federal Fair Credit Reporting Act (FCRA) and any applicable state laws.

   (d) 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.

   (e) 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.

D-4 RTC SUPPLIER IDENTIFICATION BADGES

(a) 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 premises.

(b) 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 facilities/property.

(c) All individuals, companies, their employees and/or volunteers must successfully complete a background check at the Consultant’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.

(d) The Consultant must provide the RTC Technical Contract Representative 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 Consultant requesting a badge stating that the person(s) is an employee.

3. A signed acknowledgement of Security Access Individual Responsibilities form, and a completed RTC Badge Application form (for appropriate RTC facility) for each individual requiring a badge. Copies of these forms are available on the RTC Purchasing and Contracts webpage at http://rtcsnv.com/about/business.cfm.

(e) The RTC Technical Contract Representative 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.

(f) When the “Vendor” badge is issued it must be worn visibly at all times when on RTC property.

(g) 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.

(h) Failure of the vendor/contractor to return RTC 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.

(i) A vendor/contractor who loses a badge is required to inform the RTC Technical Contract Representative and RTC Safety and Security at 702-676-1517 immediately so access can be disabled.

(j) The RTC Technical Contract Representative 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.

(k) 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.

(l) 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.

(m) 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.
(n) 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 designated/sponsoring department prior to a new badge being issued.

D-5 CONSULTANT KEYS TO FACILITY

The RTC will issue key(s) to employees of the Consultant which will be conducting business or providing services on any RTC premises that have successfully gone through the RTC badging process.

(a) Consultant 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.

(b) Key(s) may also be made available to Consultant on a daily basis and/or shift.

(c) The Consultant’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.

(d) The RTC’s Designated Representative will recommend the access level based on the areas/facility the Consultant will be working. At the request of the RTC’s Designated Representative and initiated by the Consultant, key(s) will be issued after the following information has been completed and submitted to RTC Safety/Security for final approval:

1. A signed acknowledgement of a Key Issuance and Responsibilities form and a completed RTC Key Request form for each individual requiring a key(s).

2. When completing the Key Request form, the sponsoring department or designed should ensure to check mark the appropriate facility and include the “Consultant Name.”

3. 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.

4. The individual who will be assigned the key must sign the Key Request form as “Recipient.”

(e) The RTC’s Designated Representative will ensure that a key(s) is cut and available for the Consultant by contacting RTC Safety and Security at 702-676-1590.

(f) The Consultant’s employee must schedule an appointment by contacting RTC Safety and Security at 702-676-1590.
(g) The Consultant’s employee must present appropriate identification at that time (RTC badge) and a completed Key Request form signed by the RTC’s Designated Representative.

(h) Keys will only be issued to the Consultant’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 Consultant’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.

(i) Failure for the Consultant 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).

(j) Lost/damaged/replacement keys:

1. A Consultant that loses a key(s) is required to inform the RTC’s Designated Representative and RTC Safety and Security at 702-676-1590 immediately.

2. 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.

3. The Consultant is responsible for a replacement fee for all lost key(s). The Consultant 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.

4. 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.

5. The first damaged key will be replaced at no charge to the Consultant. Any subsequent damaged replacement key will incur a replacement cost of $40.00 per key.

6. 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 Consultant 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
7. 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-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) 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 General Manager. 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 General Manager may delegate any or all of the General Manager'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 General Manager or his designated staff may be reported to Consultant by the RTC's General Manager. It is understood that the RTC General Manager'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 General Manager 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 – NOT USED

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.

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, 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 Section C (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 INDEMNITY

The Consultant agrees to protect, defend, indemnify and hold the RTC, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or
arising directly or indirectly out of the Contract or the performance hereof by the Consultant 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 Consultant 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 Consultant was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

**E-9 PATENT INDEMNITY**

The Consultant shall advise the RTC of any impending patent suit and provide all information available. The Consultant shall defend any suit or proceeding brought against the RTC based on a claim that any product, or any part thereof, furnished under this Contract, constitutes an infringement of any patent; and, the Consultant shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said product, or any part thereof, is in such suit held to constitute infringement and use of said product or parts is enjoined, the Consultant shall, at its own expense and at its option, either procure for the RTC the right to continue using said product or part, or replace same with non-infringing product, or modify it so it becomes non-infringing.

**E-10 SUCCESSORS AND ASSIGNS**

The RTC and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party nor shall the Consultant assign any money due or to become due without the prior written consent of the RTC, except to a financial institution authorized to do business in the state of Nevada. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**E-11 WAIVER**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the RTC to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the RTC to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**E-12 TAXES**
The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The Consultant shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Consultant shall make any and all payroll deductions required by law. The Consultant agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**E-13 COMPLIANCE WITH LAWS**

(a) The Consultant in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all Federal State and local governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

(b) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Consultant shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase in time, labor, materials and fees, according to the procedures in Paragraph E-24, (Modification/Amendment).

(c) If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Consultant shall immediately report the same in writing to the RTC who will issue such instructions as may be necessary.

**E-14 AUDIT OF RECORDS**

(a) The Consultant agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Consultant goes out of existence, the Consultant shall turn over to the RTC all of its records relating to this Contract to be retained by the RTC for the required period of time.

(b) The Consultant agrees to permit the RTC or the RTC’s designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the RTC desires concerning Consultant’s operation hereunder. The Consultant further understands and agrees that said inspection and audit would be exercised upon written notice. If the Consultant or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Consultant agrees to deliver the records and books or have the records and books delivered to the RTC or the RTC’s designated representative(s) at an
address within Clark County, Nevada as designated by the RTC. If the RTC or the RTC’s designated representative(s) find that the records and books delivered by the Consultant are incomplete, the Consultant agrees to pay the RTC or the RTC’s representative(s)’ costs to travel (including travel, lodging, meals, and other related expenses) to the Consultant’s offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Consultant further agrees to permit the RTC or the RTC’s designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the RTC.

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the RTC or the RTC’s designated representative(s) finds the dollar liability is less than payments made by the RTC to the Consultant, the Consultant agrees that the difference shall be either: (1) repaid immediately by the Consultant to the RTC or (2) at the RTC’s option, credited against any future billings due the Consultant.

E-15 INDEPENDENT CONTRACTOR

In the performance of services under this Contract, the Consultant, any other person employed by it, and any of its subcontractors or suppliers shall be deemed to be an independent contractor and not an agent or employee of the RTC and they shall not be entitled to, nor will the RTC provide any of the benefits or rights afforded employees of RTC, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The Consultant shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The RTC shall hold the Consultant as the sole responsible party for the performance of this Contract. The Consultant shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Consultant shall create a partnership, joint venture or agency with the RTC. Neither party shall have the right to obligate or bind the other party in any manner to any third party. Consultant shall be solely responsible for, and shall indemnify, defend and hold RTC harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever. Consultant has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the RTC.

E-16 SUBCONSULTANTS/SUBCONTRACTORS

The Consultant shall submit, for review and documentation purposes, a list of any and all subcontractors/subcontractors. The consultant shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The Consultant shall furnish at the RTC’s request, a copy of the Consultant’s contract(s) with its subcontractors/subcontractors. The professional obligations of such persons shall be undertaken and performed in the interest of the RTC. All subcontracts will incorporate in full all appropriate conditions and terms as set forth in this Contract. The Consultant will not enter into any subcontracts with any subcontractors/subcontractors not named in or pursuant to this Contract in
writing, except with the prior written approval of the RTC’s PM. Any approval of a subcontract by the RTC shall not be construed as making the RTC a party to such subcontract, giving the 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.

SECTION F – LIST OF ATTACHMENTS/EXHIBITS

The following attachments are hereby incorporated into this Contract:
<table>
<thead>
<tr>
<th>Identifier</th>
<th>Title/Text Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Scope of Services</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Prices/Costs/Deliverables Schedule</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Insurance</td>
</tr>
</tbody>
</table>

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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.

DYNTek SERVICES, INC.  

By: DARLENE PRICHER  
Contracts Administrator

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: LAWRENCE L. BROWN III  
Chairman

APPROVED AS TO FORM:  

By: MARIN DUBOIS  
RTC Legal Counsel

ATTEST:

By: Management Analyst
EXHIBIT A – SCOPE OF SERVICES

The primary objective of this Contract is to have a qualified consultant act as the Program Management Consultant (PMC) to support the operation of the RTC’s Information Technology (IT) division. The PMC will support RTC staff in all program management functions necessary to ensure that the RTC IT projects are completed on time and within budget. PMC personnel will be available to the RTC based on specific work authorizations dictated by the amount of work required. RTC staff will be responsible for implementing all policy decisions made by the RTC Board of Commissioners regarding the implementation of all RTC projects. The PMC will establish a project organization to perform the IT services, and shall provide project staff in numbers, specialties and classifications and for such durations and at such locations as may be necessary for the performance of these services. The PMC shall recruit, mobilize and demobilize project personnel as required.

There will be no duplication between the work of RTC staff and the PMC. The RTC will issue Task Orders for the PMC based on its approved annual Budget. RTC staff will define scopes of work for all PMC assigned tasks and/or task orders, negotiate task fees based on submitted rates. RTC staff will review and approve the PMC work product when completed. The PMC will also provide assistance to the RTC in the coordination and oversight of IT services.

The RTC reserves the right to request the removal of any Key Personnel from assigned tasks during the term of the Contract if the RTC determines such removal is in the best interest of the RTC or the project.

If and when requested by RTC, the PMC support services may include, but not necessarily be limited to, the following general areas:

- Unified Communications
- Database Administration and Support
- Storage Area Network Administration and Support
- Email Administration and Support
- Virtualization Administration and Support
- Disaster Recovery Administration and Support
- Backup Administration and Support
- Operational Reviews
- Desktop Administration Support
- Server Administration Support
- Network Design and Implementation Services
- Security Administration
- Strategic Planning
- Technology Selection
- Technical Training
- Technical Documentation
- Project Management Services
- Application Development
- Business Intelligence
The following section describes some of the specific tasks that may be performed under the general areas listed above.

(a) Unified Communications Support
Design, install, monitor, maintain, and performance tune Cisco VoIP environment consisting of Cisco phones, Cisco Unified Call Manager, Cisco Unified Contact Center, Cisco Unity and Microsoft Exchange integration, Cisco Unified Attendant Console, Cisco Meeting Servers, Cisco IM and Presence Servers and Cisco Voice Routers and Gateways. Integrate, administer, manage and performance tune a Cisco/WebEx Video Conferencing System comprised of a Video Communications Server, Media Gateway, Media Server and Video Communications Server into existing Cisco VoIP environment to take advantage of desktop video teleconferencing. Preferred Certifications: Cisco Certified Internetwork Expert (CCIE) Collaboration

(b) Database Administration Support
Design, install, monitor, maintain, and performance tune databases while ensuring high levels of data availability. Develop and implement database policies and procedures to ensure the integrity and availability of databases and their accompanying software. May administer and manage the storage services environment and accompanying data protection services. Preferred Certifications: Microsoft Certified Solutions Expert (MCSE) Data Management and Analytics, MCSE Business Application

(c) Storage Area Network Administration and Support
Analyze, monitor, maintain and recommend storage requirements based on current usage and growth trends. Assist RTC personnel with storage upgrades and firmware updates to EMC/Dell Compellent SANs. Provide expert advice on replication strategies and assist in diagnosing and correcting problems that could arise.

(d) Email Administration and Support
Plan, install, maintain and performance tune Microsoft Exchange Email Microsoft Exchange Online (Office 365) and Cisco ESA systems that include spam filtering and anti-virus protection. Assist RTC personnel with in-depth email discovery requests. Develop and implement policies and procedures to ensure the integrity and high availability of the email system. Preferred Certifications: MCSE Applications

(e) Virtualization Administration and Support
Manage and maintain VMware vSphere virtual environment running on Cisco UCS hardware and Citrix XenDesktop for desktop and application virtualization. Recommend upgrades and enhancements based on virtual machine growth, usage, and capacity trends. Assist RTC personnel with VMware vSphere and Cisco UCS configuration, troubleshooting, and updates. Preferred Certifications: CCIE Datacenter, VMware VCAP-DCV, Citrix Certified Expert – Virtualization CCE-V, Citrix Certified Professional – Networking CCP-N

(f) Disaster Recovery Administration and Support
Configure, maintain, and monitor VMware Site Recovery Manager to increase the business continuity of the RTC. Develop and test a recovery plan for our virtual and physical environments. Identify any critical areas that lack redundancy. If needed, assist RTC personnel
with complete disaster recovery of our virtual and physical environments using backups and VMware SRM. Preferred Certification: VMware Advanced Data Center Virtualization Design

(g) Data Protection Administration and Support
Configure and support Rubrik, Symantec Backup Exec, EMC SourceOne, EMC Avamar and any data protection solution that may be implemented in the future. Backups to include Windows Servers, VMware Virtual Machines, Exchange, and Active Directory. Backup storage targets to include Dell/EMC DataDomains with replication between two sites. Assist RTC personnel with backup testing and validation. Assist RTC personnel with backup recovery operations; including bare metal recovery, virtual machine recovery, and recovery of Exchange and Active Directory environments. Preferred Certification: EMC Data Center Architect, EMC Technical Architect

(h) Operational Reviews
Perform directed assessments of specific system architectures, processes and procedures, technologies, and organizational alignment and make recommendations for improvement based on industry best practices.

(i) Desktop Administration Support
Performs support functions including installing PC’s, laptops, Tablets, printers, peripherals, and office automation software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications and identifying and correcting end user hardware and application problems, and performing advanced troubleshooting. Assist designated RTC personnel with software and hardware purchases. Assist in the development of software/hardware policies. Preferred Certification: MCSE Mobility

(j) Server Administration Support
Manage computer systems and network services to include complex application, database, messaging, web and other services and associated hardware, software, communications, and operating systems necessary. Ensure the quality, security, performance, availability, recoverability, and reliability of systems. Ensure scheduled preventive maintenance of equipment is properly and promptly performed; maintain the maintenance records on the equipment; develop operations, administrative, and quality assurance back-up plans and procedural documentation. Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services with periodic reporting and alerts when specified thresholds are reached. Configuration management, including changes, upgrades, patches, etc. Provide support of specialized software products of the RTC as it relates to the server(s) and associated hardware. Coordinate repair and maintenance work with contracted repair vendors and ensure repairs are conducted in a timely fashion. Preferred Certifications: MCSE Infrastructure

(k) Network Design and Engineering Services
Design and implement new network services, improve the security of existing networks with firewalls and Cisco router configuration changes. Perform security audits as requested and notify RTC personnel immediately of suspected breaches of security or intrusion detection. Configure RTC system to enable remote access in a secure environment and provide remote access administration as requested by RTC personnel. Plan and manage the IP schema of the network. Develop relative policy and procedures to ensure the reliability, capacity and integrity of the RTC
network and the data resources it contains. Perform maintenance including regular analysis, routine configuration changes, and installation of patches and upgrades. Configure and monitor alert notifications to designated RTC personnel in the event of network events. Preferred Certifications: CCIE Routing & Switching and Palo Alto PCNSE

(l) Security Administration
Plan, implement and maintain an effective holistic security architecture to protect RTC data and operations. Maintenance of security programs on RTC servers, email and all other RTC computers and laptops. Perform security audits as requested and notify RTC personnel immediately of suspected breaches of security or instruction detection. Configure RTC system to enable remote access in a secure environment. Design, implement and manage a robust security program this includes user education and training. Preferred Certifications: CCIE Security and Palo Alto PCNSE

(m) Strategic Planning
Perform industry and peer reviews to identify viable technology initiatives to improve technology service offerings. Engineering, planning, and design services for major system enhancements, including installations and upgrades of new or existing systems. Examples include major system upgrades, new technology initiatives, redesign of existing architectures, disaster recovery planning etc. Provide technical leadership for technology planning issues. Make recommendations for future purchasing and technology needs. Install new servers, software and hardware and transfer data acquired. Develop documentation, policies and procedures relative to strategic planning, compliance, and/or governance.

(n) Technology Selection
Develop functional specifications for systems to be procured utilizing industry and peer reviews. Assist in development of selection criteria for newer technology based on market research and analysis. Management of project implementation, including updates/replacement of software and/or systems following coordination with staff, customers, and vendors. As part of this function, documentation and follow-up on task assignments is critical to keeping projects moving forward.

(o) Technical Training
Provide technical training to RTC staff in a variety of technology disciplines (web development, SQL, MCSE, MCSA, network security, Citrix, VM Ware, Cisco VOIP, Cisco Switching and Routing, MS Office, Palo Alto Firewalls and other productivity software, etc). Develop user guides for a variety of technology services and applications.

(p) Technical Documentation
Develop documentation of current infrastructure, logical system diagrams, system administration guides, user guides and training outlines. Develop and publish IT policy and procedure documents, inventory reports, usage and capacity reports, develop and maintain an IT management Dashboard of critical statistics.

(q) Project Management Services
Assist the RTC in planning and managing of IT projects to include network implementations, application rollouts, etc. Manages the successful completion of project phases on time, within
budget and to specified quality standards. Interfaces with the user team and partners to ensure all changes are coordinated and integrated, and provides regular project status. Requires extensive knowledge of project management methods and tools and formal application development methodologies. Requires knowledge in broad business requirements, project management standards, resource management, and technical methods and standards. Preferred Certifications: Project Management Institute - Project Management Professional (PMP)

(r) Application Development
Gather user requirements, develop application programming criteria and benchmarks, establish code repository, define, develop, test, analyze, and maintain new software applications in support of the achievement of business requirements. This includes researching, designing, documenting, and modifying software specifications throughout the production life cycle. The Programmer will also analyze and amend software errors in a timely and accurate fashion, and provide status reports where required.

(s) Business Intelligence
Work with stakeholders to determine the scope of the project. Gather requirements to create and/or modify Crystal reports and/or Tableau dashboards. Assist the RTC in Data Warehouse design and implementation.

CURRENT TECHNOLOGY ENVIRONMENT

The IT division is made up of a division director plus 28 supporting positions. The organization is divided into a GIS section, and Network / Infrastructure, Help Desk Services, and Data Reporting groups. The division supports approximately 500 end users with 600 PCs, 3000 network nodes, and 350 servers across multiple work sites. The group is primarily a Microsoft Server environment with physical and VM Ware virtual servers. There are 200 instances of MS SQL, a Citrix farm, and a number of application servers. Server hardware and enterprise storage systems are Dell/EMC and Cisco UCS solutions and the network is a Cisco solution with Palo Alto firewalls. In-house development is limited in scale on mostly a Cold-Fusion platform with some .Net and Java programming support. The GIS environment consists of the full suite of ESRI GIS software, from ArcGIS Desktop, ArcSDE and ArcGIS Server products. RTC GIS has numerous internal and public facing GIS websites, developed using the JavaScript API. There are a number of proprietary applications relative to the transit industry including Orbital TMS’ OrbCad XP vehicle location and dispatch solutions, Trapeze Software Group’s PASS scheduling software, Transit Trip Planning and Enterprise Asset Management. IVR solutions from Enghouse, and fuel management systems from Fleetwatch.
EXHIBIT B - PRICES/COSTS/DELIVERABLES SCHEDULE

The not-to-exceed budget for all services, for the base term of this contract, shall be **$300,000.00**. All costs associated with this contract and any other costs must come in at or under the budget amount. The RTC will issue Task Orders for the PMC. RTC staff will define scopes of work for all PMC assigned tasks and/or task orders, negotiate task fees based on submitted rates.

**Utilization /Fee/Location**

<table>
<thead>
<tr>
<th>Type of Support</th>
<th>Percentage of Yearly Contract</th>
<th>Price per hour for certified consultant (provide type and level of certification if any)</th>
<th>Location of support staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Database Administration and Support</td>
<td>2.50%</td>
<td>$200 - MCSE Business Application</td>
<td>NV</td>
</tr>
<tr>
<td>Storage Area Network Administration and Support</td>
<td>7.50%</td>
<td>$200</td>
<td>NV</td>
</tr>
<tr>
<td>Email System Administration and Support</td>
<td>7.50%</td>
<td>$200 - MCSE Applications</td>
<td>NV</td>
</tr>
<tr>
<td>Virtualization Administration and Support</td>
<td>5.00%</td>
<td>$200 - CCIE Data Center, Vmware VCAP-DVAC, Citrix CCE-V</td>
<td>NV / CA</td>
</tr>
<tr>
<td>Disaster Recovery Administration and Support</td>
<td>2.50%</td>
<td>$200 - CCIE Data Center, Vmware VCAP-DVAC, Citrix CCE-V</td>
<td>NV / CA</td>
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<tr>
<td>Data Protection Administration and Support</td>
<td>2.50%</td>
<td>$200</td>
<td>CA</td>
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<td>Operational Reviews</td>
<td>7.50%</td>
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<td>NV</td>
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<td>Desktop Administration and Support</td>
<td>2.50%</td>
<td>$200 - MCSE Mobility</td>
<td>NV</td>
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<td>Server Administration and Support</td>
<td>7.50%</td>
<td>$200 - MCSE Infrastructure</td>
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<td>Network Design and Implementation Services</td>
<td>12.50%</td>
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<td>Security Administration</td>
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<td>$200 - CCIE Security, Palo Alto PCNSE</td>
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<td>Strategic Planning</td>
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<td>Technology Selection</td>
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<tr>
<td>Technical Training</td>
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<td>Technical Documentation</td>
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<td>Project Management Services</td>
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<td>Application Development</td>
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<td>Business Intelligence</td>
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<tr>
<td>Unified Communications</td>
<td>10.00%</td>
<td>$200 - CCIE Collaboration</td>
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</table>
EXHIBIT C - INSURANCE REQUIREMENTS

1. Format/Time: The Consultant shall provide RTC with Certificates of Insurance, per the attached sample format, for coverages as listed below, and endorsements affecting coverage required by this Contract within ten calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

2. Best Key Rating: The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A, with a Financial Strength of VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

3. RTC Coverage: The RTC, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The Consultants’ insurance shall be primary as respects the RTC, its officers and employees.

4. Endorsement/Cancellation: The Consultants’ general liability insurance policy shall be endorsed to recognize specifically the Consultants’ contractual obligation of additional insured to RTC and must note that the RTC will be given 30 calendar days advance notice by certified mail “return receipt requested” of any policy changes, cancellations, or any erosion of insurance limits.

5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

6. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

7. Commercial General Liability: Subject to Paragraph 6 of this exhibit, the Consultant shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. Automobile Liability: Subject to Paragraph 6 of this exhibit, the Consultant shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used for the performance of services under this Contract. As an alternative to the specified any auto coverage, the RTC will accept all owned, non-owned and hired or symbols 2, 8 and 9.

9. Workers' Compensation: The Consultant shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’
compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Consultant that is a sole proprietor shall be required to submit an affidavit (sample attached) indicating that the Consultant has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the work to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state.

10. Professional Liability: The Consultant shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.

11. Failure To Maintain Coverage: If the Consultant fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Consultant to stop the work, declare the Consultant in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Consultant or deduct the amount paid from any sums due the Consultant under this Contract.

12. Additional Insurance: The Consultant is encouraged to purchase any such additional insurance as it deems necessary.

13. Damages: The Consultant is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Consultant its subcontractors or anyone employed, directed or supervised by Consultant.

14. Cost: The Consultant shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Regional Transportation Commission, Attention: Manager, Purchasing & Contracts, 600 Grand Central Parkway, Las Vegas, Nevada, 89106-4512.

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. 20-026; Project Title: Information Technology Program Management Consulting Services (must be identified on the initial insurance form and each renewal form).

Certificate Holder:
  Regional Transportation Commission-Southern Nevada
  600 South Grand Central Parkway, 2nd floor
  Las Vegas, Nevada 89106

  The Certificate Holder, REGIONAL TRANSPORTATION COMMISSION-SO NEVADA, must be named as an additional insured.
**RTC CERTIFICATE OF INSURANCE**

**PRODUCER**

INSURANCE BROKER’S NAME
ADDRESS
PHONE & FAX NUMBERS

**INSURED**

INSURED’S NAME
ADDRESS
PHONE & FAX NUMBERS

**COMPANIES AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>LETTER</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
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**3. BEST’S RATING**

**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.

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<th>CO</th>
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<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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<td><strong>WORKER’S COMPENSATION</strong></td>
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<td>7.</td>
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<td><strong>PROFESSIONAL LIABILITY</strong></td>
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**7. DESCRIPTION OF CONTRACT: CONTRACT NUMBER ;**

**8. CERTIFICATE HOLDER**

REGIONAL TRANSPORTATION COMMISSION—SO NEVADA C/O PURCHASING AND CONTRACTS DIVISION-2ND FLOOR 600 S. GRAND CENTRAL PARKWAY LAS VEGAS, NV 89106-4512

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,
THIS PAGE INTENTIONALLY LEFT BLANK
# REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

## AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
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<th>Administration and Finance</th>
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**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 20-046, ADAPTIVE TRAFFIC SYSTEMS EQUIPMENT AND PROFESSIONAL SERVICES, TO RHYTHM ENGINEERING, LLC IN THE AMOUNT NOT-TO-EXCEED $499,406.00 FROM MAY 25, 2020 THROUGH FEBRUARY 28, 2021 AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT; OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

**GOAL:** MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

**FISCAL IMPACT:**  
Funds in the amount of $374,555.00 are budgeted and available in the Highway Improvement Acquisition Fund for Fiscal Year 2020. Remaining funds will be spent from the same fund for Fiscal Year 2021.

**BACKGROUND:**  
On March 12, 2020, the Regional Transportation Commission of Southern Nevada (RTC) approved project 144AG-FTI2, Adaptive Signal Pilot Project, to test the ability of adaptive traffic signal control technology to improve performance of the traffic signal system on Eastern Avenue between Beckler Drive and Pebble Road.

In order to determine the capabilities and limitations of an adaptive traffic control system, RTC staff will require the installation of Adaptive Signal Control Technology (ASCT) and professional engineering services, both provided by Rhythm Engineering, LLC (Rhythm). Rhythm is the leading provider of ASCT in North America with its InSync system. Rhythm’s proposal includes a provision to refund the RTC the full contract value, less expenditures for training and installation assistance, if at the end of the proposed 180-day evaluation period the RTC is not 100 percent satisfied with the results.

This item will approve a Contract for the period of May 25, 2020 through February 28, 2021 in the not-to-exceed amount of $499,406.00. Nevada Revised Statute 332.115.1(b) specifies that professional services are exempt from competitive bidding. Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD  
Chief Executive Officer

RTC Item #43  
May 21, 2020

Consent
This Contract is made and entered into this 21st day of MAY, 2020, 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 RHYTHM ENGINEERING, LLC (hereinafter referred to as “Service Provider” or “Consultant”), having its principal office located at 11228 Thompson Avenue, Lenexa, Kansas 66219, for the Adaptive Traffic Systems Equipment and Professional Services Project (hereinafter referred to as “Project”).

RECITALS:

WHEREAS, the RTC deemed the project Services as a Professional Service in accordance with NRS 332.115(b); and

WHEREAS, pursuant to that process, the RTC selected the Service Provider as a non-exclusive Service Provider to provide Adaptive Traffic Systems Equipment and Professional Services; and

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

WHEREAS, the Service Provider 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; and

WHEREAS, the Service Provider has the personnel and resources necessary to accomplish the Project within the required schedule and with a budget allowance not-to-exceed $499,406.00 (Four hundred ninety-nine thousand, four hundred six Dollars and Zero Cents) for the base period of the contract, including all fees for time and labor for salaries, overhead, materials, equipment, licenses, direct non-salary expenses incurred by the Service Provider.

NOW THEREFORE, in consideration of the mutual promises hereinafter given, it is mutually agreed by and between the Service Provider and the RTC as follows:

SECTION A – CONTRACT FORM

The subject matter of this Contract is to for the Service Provider to provide Project Management Office Support Services for the Project.

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.

(a) “Service Provider” means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(b) “Service Provider Representative” means the individual authorized to act on behalf of the Service Provider regarding routine matters arising under or relating to this Contract.

(c) “Contract” means this document, consisting of Sections A through F, which is binding and effective only upon execution by the RTC.

(d) “Contract Documents” means the following documents which collectively constitute the obligations of the Contractor: (1) this Contract and the attachments hereto.

(e) “Contract Technical Representative” means the RTC representative who is responsible for the coordination of Contract performance between the RTC and the Service Provider.

(f) “Deliverable” means any report, software, hardware, data, documentation, or other tangible item or event that the Service Provider is required to provide or perform to the RTC under the terms of the Contract.

(g) “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.

(h) “RTC” means the Regional Transportation Commission of Southern Nevada.

(i) “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 Service Provider will invoice the RTC in accordance with the payment and deliverables schedule specified in attached Exhibit B. The RTC’s obligation to pay Service Provider cannot exceed the specified amount(s). It is expressly understood that the entire work defined in Exhibit A must be completed by the Service Provider and it shall be the Service Provider'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 the base period of this contract is $499,406.00 (Four hundred ninety-nine thousand, four hundred six Dollars and Zero Cents).
B-4 INVOICES

(a) The Service Provider 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 Service Provider shall furnish monthly invoices on or about the first day of each month. 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. Service Provider 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. Service Provider’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. Service Provider’s invoice number.

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.

RTC shall subtract from any payment made to Service Provider all damages, costs and expenses caused by Service Provider's negligence, resulting from or arising out of errors or omissions in Service Provider's work products, which have not been previously paid to Service Provider.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Service Provider will be made in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Service Provider 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 Service Provider 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 Service Provider shall forward a copy of the original invoice to the RTC’s Contract Technical Representative identified in Paragraph D-2 (Contract Technical Representative/Service Provider Representative).

(d) Upon termination of this Contract, the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider after receipt and approval of all insurance requirements specified in this Contract or equivalent protection.

(b) Performance Period The base contract term commences from MAY 25, 2020 to FEBRUARY 28, 2021 unless extended through mutual written agreement by both parties.

(c) Contract Renewals – None.

(d) Delivery Schedule The Service Provider shall provide services in accordance with the deliverables schedule specified in attached Exhibit B.
SECTION C – SCOPE OF SERVICES

C-1 SCOPE OF SERVICES

The Service Provider shall provide the materials, equipment, products and labor to accomplish, produce and deliver the products and services specified in Exhibit A. The Service Provider 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
   Fax: (702) 676-1588

   FOR THE SERVICE PROVIDER:
   Reggie Chandra
   President and CEO
   11228 Thompson Ave. Lenexa, KS 66219
   Ph: 913-227-0603
   Email: reggie.chandra@rhythmtraffic.com

(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.
(c) Routine correspondence should be directed to the Contract Technical Representative or the Service Provider Representative, as appropriate.

D-2 RTC TECHNICAL CONTRACT REPRESENTATIVE / SERVICE PROVIDER REPRESENTATIVE

(a) The RTC designates the following as the Contract Technical Representative for this Contract:

JOHN PENUELAS  
SENIOR DIRECTOR OF ENGINEERING  
PH: 702-676-1611  
Email: PENUELASJ@RTCSNV.COM

The RTC will provide written notice to the Service Provider, should there be a subsequent Contract Technical Representative change. The Contract Technical Representative will be the Service Provider’s principal point of contact at the RTC regarding any matters relating to this Contract, will provide all general direction to the Service Provider 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 Service Provider in the performance of services under this Contract and will be available for consultation with Service Provider at reasonable times with advance notice as to not conflict with other responsibilities.

(b) The Service Provider designates the following as the Service Provider Representative for this Contract:

REGGIE CHANDRA  
PRESIDENT AND CEO  
PH: 913-227-0603  
EMAIL: REGGIE.CHANDRA@RHYTHMTRAFFIC.COM

The Service Provider will provide written notice to the RTC, should there be a subsequent Service Provider Representative change. The RTC has the right to assume that the Service Provider Representative has full authority to act for the Service Provider on all matters arising under or relating to this Contract. Should the Service Provider Representative of the Service Provider be unable to complete their responsibility for any reason, the Service Provider shall replace him or her or them with a competent person, or subconsultant with the RTC's approval.

D-3 SERVICE PROVIDER BACKGROUND CHECKS

(a) 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.

(b) Results of a background check must comply with the RTC background check standards as
outlined below:

1. Must utilize a licensed background check; Service Provider 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 Proponent has resided in the previous ten
(10) years.

2. 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.

3. When assessing criminal conviction records, contractors are required to consider the
following factors:

   a. Nature and gravity of the offense(s)
   b. The time that has passed since the offense and/or completion of the sentence; and
   c. 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.

(c) The contractor is required to collect background information on “Individuals” consistent with
the Federal Fair Credit Reporting Act (FCRA) and any applicable state laws.

(d) 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.

(e) 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.
D-4 RTC SERVICE PROVIDER IDENTIFICATION BADGES

(a) The RTC will issue vendor/Service Provider badges to employees of any of its vendors/contractors that will be conducting business or providing services on any RTC premises.

(b) 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 facilities/property.

(c) All individuals, companies, their employees and/or volunteers must successfully complete a background check at the Service Provider’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.

(d) The Service Provider must provide the RTC Technical Contract Representative 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/Service Provider and any associated officers, a telephone number for the vendor/contractor/Service Provider or a designated representative, and if available an e-mail address.

2. A letter from the Service Provider requesting a badge stating that the person(s) is an employee.

3. A signed acknowledgement of Security Access Individual Responsibilities form, and a completed RTC Badge Application form (for appropriate RTC facility) for each individual requiring a badge. Copies of these forms are available on the RTC Purchasing and Contracts webpage at http://rtcsnv.com/about/business.cfm.

(e) The RTC Technical Contract Representative 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.

(f) When the “Vendor” badge is issued it must be worn visibly at all times when on RTC property.

(g) 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.

(h) Failure of the vendor/contractor to return RTC 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.

(i) A vendor/contractor who loses a badge is required to inform the RTC Technical Contract
Representative and RTC Safety and Security at 702-676-1517 immediately so access can be disabled.

(j) The RTC Technical Contract Representative 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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 designated/sponsoring department prior to a new badge being issued.

D-5 SERVICE PROVIDER KEYS TO FACILITY – Not Used

D-6 WARRANTY

(a) Services: The Service Provider 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 Service Provider to perform the services in accordance with this Contract, the Service Provider shall, at no cost to the RTC, re-perform or perform the services so that the services conform to the warranty. The Service Provider 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 Service Provider’s prior written permission.

(b) Products: The Service Provider 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 Service Provider 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 Service Provider other than the Service Provider, then copies of such warranties must be furnished to the RTC at the time of delivery and, if required by the RTC, Service Provider will assign such warranties to the RTC. Delivery or assignment of such manufacturer's or Service Providers' warranties shall in no event relieve Service Provider 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 Service Provider. 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 Service Provider 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. Service Provider shall furnish RTC’s representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

The Service Provider 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 Service Provider’s prior written permission.

D-8 LICENSES/REGISTRATIONS
During the entire performance period of this Contract, the Service Provider 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 Service Provider under this Contract shall be subject to periodic review by the RTC and/or its General Manager. The review comments of RTC's representative may be reported in writing as needed to Service Provider. It is understood that RTC's representative(s) review comments do not relieve Service Provider from the responsibility for the professional and technical accuracy of all work delivered under this Contract. The RTC's General Manager may delegate any or all of the General Manager's responsibilities under this Contract to appropriate staff members, and shall so inform Service Provider by written notice before the effective date of each delegation. The comments of the RTC's General Manager or his designated staff may be reported to Service Provider by the RTC's General Manager. It is understood that the RTC General Manager's comments do not relieve Service Provider from the responsibility for the professional quality of all work delivered under this Contract. To prevent an unreasonable delay in the Service Provider's work, the General Manager will endeavor to examine all reports and other documents and will render decisions and advise the Service Provider 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 Service Provider 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.

Service Provider shall return any original data provided by RTC.

(b) RTC shall assist Service Provider 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) Service Provider 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 Service Provider.

(d) The Service Provider shall return any original data provided by the RTC.

D-11 LIQUIDATED DAMAGES – Not Used
D-12 **FEDERAL CONDITIONS – Not Used**

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.

**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 Service Provider, the Service Provider shall notify the RTC of its intent to proceed further with the claim or dispute, and in response thereto, the RTC shall notify the Service Provider as to its selected forum for resolution. For any and all claims or disputes asserted by the RTC, the RTC shall notify the Service Provider 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 Service Provider 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, Service Provider 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 Service Provider 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 Service Provider from any existing obligations regarding performance or delivery.

Upon receipt of this notification, the RTC will advise the Service Provider in writing of the action which will be taken to remedy the situation.

E-3 SUSPENSION

RTC may suspend performance by Service Provider under this Contract for such period of time as RTC, at its sole discretion, may prescribe by providing written notice to Service Provider at least 10 working days prior to the date on which RTC wishes to suspend. Upon such suspension, RTC shall pay Service Provider its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. Service Provider 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 Service Provider for any cause other than the error or omission of the Service Provider, for an aggregate period in excess of 30 days, Service Provider shall be entitled to an equitable adjustment of the compensation payable to Service Provider under this Contract to reimburse Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider.

Settlement of claims by the Service Provider 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 Service Provider, terminate this Contract in whole or in part if the Service Provider fails to:

1. Perform the services under Section C (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 Service Provider 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 Service Provider 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 Service Provider 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 Service
Provider 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 Service Provider 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 Service Provider shall procure and maintain, at its own expense, during the entire term of the Contract, the coverage(s) specified in Exhibit C.

E-8 INDEMNITY

1. INDEMNITY. SERVICE PROVIDER SHALL INDEMNIFY, HOLD HARMLESS AND, AT REGIONAL TRANSPORTATION COMMISSION’S OPTION, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO RTC) RTC, THIRD PARTY BENEFICIARIES, 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 service provider or any of the sub-consultants retained by service provider 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 service provider set forth in this section 1 shall not apply to claims for professional negligence actions arising out of the service provider’s performance of professional services under this agreement, which actions are covered by section 3 below, and provided further, that service provider 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. Service provider 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. Service provider 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 service provider’s sub-consultants as a result of the failure of service provider, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the services or the project for which service provider 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, service provider 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 service provider fails to do so, RTC will have the right to discharge the claim or lien and hold service provider liable for costs and expenses incurred, including attorneys’ fees and any bond premiums.

3. PROFESSIONAL NEGLIGENCE INDEMNIFICATION. Service provider shall reimburse and indemnify and hold harmless the RTC indemnitees from and against any and all actions arising out of or incident to service provider’s professional negligence in the performance of the services under this agreement. Service provider 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
SERVICE PROVIDER PURSUANT TO THIS AGREEMENT SHALL NOT BE CONSTRUED AS BEING FOR THE BENEFIT OF ANY CONTRACTORS, SUB-
CONSULTANTS OR MATERIAL SERVICE PROVIDERS.

4. **INDEMNIFICATION NOT LIMITED BY WORKER’S COMPENSATION; DISABILITY BENEFITS ACT.** ANY ACTIONS BROUGHT AGAINST ANY RTC INDEMNITEE BY AN EMPLOYEE OF SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER 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 SERVICE PROVIDER’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 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.

6. **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.

**E-9 PATENT INDEMNITY**

The Service Provider shall advise the RTC of any impending patent suit and provide all information available. The Service Provider 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 Service Provider 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 Service Provider 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 SUCCESORS AND ASSIGNS**

The RTC and the Service Provider, 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 Service Provider 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 Service Provider shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Service Provider shall make any and all payroll deductions required by law. The Service Provider 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 Service Provider 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 Service Provider 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, Service Provider 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 Service Provider 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 Service Provider goes out of existence, the Service Provider 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 Service Provider 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 Service Provider’s operation hereunder. The Service Provider further understands and agrees that said inspection and audit would be exercised upon written notice. If the Service Provider or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Service Provider 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 Service Provider are incomplete, the Service Provider agrees to pay the RTC or the RTC’s representative(s)’ costs to travel (including travel, lodging, meals, and other related expenses) to the Service Provider’s offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Service Provider 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 Service Provider, the Service Provider agrees that the difference shall be either: (1) repaid immediately by the Service Provider to the RTC or (2) at the RTC’s option, credited against any future billings due the Service Provider.
E-15 INDEPENDENT CONTRACTOR

In the performance of services under this Contract, the Service Provider, any other person employed by it, and any of its subcontractors or Service Providers 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 Service Provider 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 Service Provider as the sole responsible party for the performance of this Contract. The Service Provider shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Service Provider 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. Service Provider 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. Service Provider 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 Service Provider shall submit, for review and documentation purposes, a list of any and all subconsultants/subcontractors. The Service Provider shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The Service Provider shall furnish at the RTC’s request, a copy of the Service Provider’s contract(s) with its subconsultants/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 Service Provider 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

Service Provider shall provide that its contracts with subcontractor(s) shall be bound to the Service Provider in the same manner, and to the same extent, as the Service Provider is bound to the RTC under this Agreement.

E-18 UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the Service Provider agrees that it will not employ unauthorized aliens in the performance of this Contract.
E-19 DISCRIMINATION

Service Provider acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. Service Provider 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 Service Provider due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the RTC may declare the Service Provider in breach of the Contract, terminate the Contract, and designate the Service Provider as non-responsible.

E-20 FORCE MAJEURE

The Service Provider 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 Service Provider. 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 Service Provider’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 Service Provider 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 Service Provider 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. Service Provider 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 Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Service Provider, its subcontractors and its principals, officers, employees and agents under this Contract. In performing the specified services, Service Provider shall follow practices consistent with generally accepted professional and technical standards.

(b) It shall be the duty of the Service Provider 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 Service Provider shall, without additional compensation, correct or revise any deficiencies, errors or omissions caused by the Service Provider in its analysis, reports, and services. It is also understood and agreed by both parties that if any error is found, the Service Provider will expeditiously make the necessary correction, at no expense to the RTC, except when such error is the cause of the RTC.

(d) Service Provider will not produce a work product which violates or infringes on any copyright or patent rights. The Service Provider 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 Service Provider shall not in any way relieve the Service Provider of responsibility for the professional and technical accuracy and adequacy of its work. RTC’s review, approval, acceptance, or payment for any of Service Provider'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 Service Provider shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to RTC caused by Service Provider's performance or failures to perform under this Contract.

E-23 ASSUMPTION OF RISK

Any services performed by the Service Provider under this Contract which require prior review and approval by the RTC shall be at the sole risk and expense of the Service Provider 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 Service Provider 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 Service Provider’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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider. 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 Service Provider 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 Service Provider as it could pursue in the event of a breach of this Contract by the Service Provider; 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 Service Provider 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 Service Provider is confidential and privileged. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider prior to obtaining the same from the RTC; (iii) the information is obtained by the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider’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 Service Provider from proceeding with the Contract as changed.

The Service Provider 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 Service Provider’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.

SECTION F – LIST OF ATTACHMENTS/EXHIBITS

The following attachments are hereby incorporated into this Contract:

<table>
<thead>
<tr>
<th>Identifier</th>
<th>Title/Text Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Scope of Services</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Fee and Payment Schedule</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Insurance</td>
</tr>
</tbody>
</table>
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.

RHYTHM ENGINEERING, LLC

By: ____________________________
REGGIE CHANDRA
President and CEO

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: ____________________________
LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

By: ____________________________
RTC Legal Counsel

ATTEST:

By: ____________________________
MARIN DUBOIS
Management Analyst
1. Intent

On March 12, 2020, the Regional Transportation Commission of Southern Nevada’s (RTC) Board of Commissioners approved project 144AG-FTI2 “Adaptive Signal Pilot Project” to test the ability of adaptive traffic signal control technology to improve performance of the traffic signal system on Eastern Avenue between Beckler Drive and Pebble Road. In order to determine the capabilities and limitations of an adaptive traffic control system, RTC staff will require the installation of Adaptive Signal Control Technology (ASCT) and professional engineering services both provided by Rhythm Engineering of Lenexa, Kansas. Rhythm Engineering is the leading provider of ASCT in North America with their InSync system. RTC staff met with City of San Diego’s traffic engineering staff and observed the InSync system in operation on December 16, 17 and 18, 2019. Rhythm Engineering’s proposal includes a provision to refund RTC the full contract value, less expenditures for training and installation assistance, if at the end of the proposed 180-day evaluation period the RTC is not 100% satisfied with the results.

2. Definition of Terms

2.1. Adaptive Signal Control Technology (ASCT) are technologies that capture current traffic demand data to adjust traffic signal timing to optimize traffic flow in coordinated traffic signal systems.

2.2. The Project location is Eastern Avenue between Beckler Drive in the City of Henderson (COH) to Pebble Road in unincorporated Clark County (CC). Specifically, Rhythm Engineering equipment as specified in EXHIBIT B – FEE AND PAYMENT SCHEDULE will be installed at the following 14 intersections:

2.2.1. Beckler Drive and Eastern Avenue (COH)
2.2.2. Eastern Avenue and Summit Grove Drive (COH)
2.2.3. Eastern Avenue and Sunridge Heights Parkway (COH)
2.2.4. Eastern Avenue and Horizon Ridge Parkway (COH)
2.2.5. Eastern Avenue and Coronado Center Drive (COH)
2.2.6. Eastern Avenue and Siena Heights Drive (COH)
2.2.7. Eastern Avenue and Saint Rose Parkway (COH)
2.2.8. Eastern Avenue and Ione Road (COH)
2.2.9. Eastern Avenue and Silverado Ranch Boulevard/Presque Isle Street (CC)
2.2.10. Eastern Avenue and Richmar Avenue (CC)
2.2.11. Eastern Avenue and Serene Avenue (CC)
2.2.12. Eastern Avenue and south I-215 ramps (CC)
2.2.13. Eastern Avenue and north I-215 ramps (CC)
2.2.14. Eastern Avenue and Pebble Road (CC)
3. **Contract Duration**

See Section B-5 CONTRACT TERM

4. **Deliverables by Rhythm Engineering**

4.1. Provide materials and equipment per schedule in EXHIBIT B – FEE AND PAYMENT SCHEDULE.

4.2. Provide specifications for materials to be supplied by RTC – wires, connectors, and specialized installation tools as well as camera mounting hardware.

4.3. Once VPN access is provided to the entire InSync system, provide on-site classroom and hands-on training to RTC and local agency staff in installation procedures for the InSync equipment listed in EXHIBIT B – FEE AND PAYMENT SCHEDULE. This includes at a minimum: desired camera views, drawing detection zones and segments, connection of Ethernet cables, mounting of InSync processors and site equipment panel in the traffic cabinets, connection of cables, connection of the pedestrian intercept feature, placing and cabling of detector-cards in the detector card rack, monitor mounting and connections, and local processor accessibility. Provide remote support to installer during the installation process. Provide training for RTC and local agency staff in the system parameters configuration, maintenance and operation of InSync.

4.4. Under the task ownership of Ludian LLC, consult with RTC and local agency staff to define the operating parameters for initial system operation, including but not limited to: allowed movements, desired progression routes, travel times, phasing, amber times, all-red times, pedestrian walk and flashing don’t walk times, traffic counts, traffic patterns, and any unique requirements that the RTC may want to allow for during certain time of day.

4.5. Provide camera placement guidance, documentation, and required equipment to provide secure mounting and steady alignment of cameras.

4.6. The on-site integration of the InSync adaptive system, including verification of camera views, working with the installer to make any adjustments needed and loading of the predefined software image into the processor. The Rhythm Engineering team will work both on-site and remotely to bring online each InSync system. The adaptive system will work “out of the box”, but Rhythm Engineering will take time to monitor and modify the adaptive parameters remotely over a period of two weeks after the activation of the system in order to maximize the performance of InSync to local conditions.

4.7. Project management of the entire scope of Rhythm Engineering’s responsibilities as listed above and provide updates to the RTC and Ludian LLC as necessary throughout the duration of the project.

4.8. Provide the necessary project support during implementation and commissioning stages.

4.9. Participate in weekly meetings providing project team with reports on progress to date, schedule changes and problems encountered.

4.10. Provide all necessary information requested by Ludian LLC for the completion of final report task.
5. Roles and Responsibilities

5.1. RTC

5.1.1. Provide an Ethernet network with TCP/IP connectivity between signals.
5.1.2. Provide traffic engineering information per intersection including at a minimum:
   Traffic pattern by time of day, phasing, allowed and prohibited movements, current
   timing plans, amber times, all-red times, pedestrian walk and flashing don't walk times.
5.1.3. Reserve and provide Rhythm Engineering with Internet Protocol (IP) Addresses for each
   intersection’s equipment. Rhythm Engineering requires that ten (10) Local Area Network
   (LAN) IP addresses be reserved per intersection. RTC is responsible for providing the
   listing of addresses for each intersection to Rhythm Engineering.
5.1.4. Establish Simple Mail Transfer Protocol (SMTP) and Network Time Protocol (NTP)
   server connection, as well as access to the intersections via a Virtual Private Network
   (VPN) connection or other remote connectivity for support and monitoring purposes
   during the warranty and support period.
5.1.5. By the independent consultant Ludian LLC, create a before and after study that will
   include the required data to detail the results of changes on the pilot corridor by
   implementing Rhythms InSync technology.
5.1.6. RTC will own the overall project management for this implementation. This will include
   stakeholder management, both internal and external to ensure full cross agency
   cooperation.
5.1.7. Written notice to Rhythm Engineering if the RTC intends to seek a refund under Section
   5.2.4 at the end of the 180-day evaluation period that begins with the commissioning of
   the InSync system in full adaptive traffic control mode.
5.1.8. If a refund under Section 5.2.4 is requested by the RTC, the RTC shall uninstall and
   deliver to Rhythm Engineering all hardware in good condition prior to the disbursement
   of refund.

5.2. Rhythm Engineering

5.2.1. Provide all equipment and materials as specified in Sections 4 and EXHIBIT B – FEE
   AND PAYMENT SCHEDULE.
5.2.2. Provide professional engineering services as specified in Section 4 and EXHIBIT B –
   FEE AND PAYMENT SCHEDULE
5.2.3. Turnover for ownership and maintenance of adaptive system after 180-day evaluation
   period.
5.2.4. Provide refund to RTC for the full contract value, less expenditures for training and
   installation assistance, if at the end of the proposed 180-day evaluation period the RTC is
   not 100% satisfied with the results of the performance of the InSync adaptive traffic
   control system as determined by RTC in consultation with the Ludian LLC, Clark County
   Public Works and City of Henderson Public Works Departments.
EXHIBIT B – FEE AND PAYMENT SCHEDULE

The not-to-exceed budget for all services, for the base term of this contract shall be $499,406.00 (Four hundred ninety-nine thousand, four hundred six Dollars and Zero Cents). All costs associated with this contract and any other costs must come in, at, or under the budget amount.

A. FEES FOR SUPPLY OF EQUIPMENT AND SERVICES

<table>
<thead>
<tr>
<th>Product</th>
<th>Product Description</th>
<th>Line Item Description</th>
<th>Quantity</th>
<th>Sale Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable A/BC, V, mode 0.7 (Standard)</td>
<td>Y Cable integration for TS1 traffic cabinets</td>
<td>14</td>
<td>$1,500.00</td>
<td>$21,000.00</td>
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<tr>
<td>DIN Relay IV</td>
<td>Devices used to remotely power cycle the InSync processor and optical camera detection.</td>
<td>14</td>
<td>$279.00</td>
<td>$3,906.00</td>
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<td>Equipment Panel</td>
<td>Provides power and connectivity to InSync components</td>
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<td>$900.00</td>
<td>$12,600.00</td>
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<td>InSync</td>
<td>InSync System</td>
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<td>$25,000.00</td>
<td>$350,000.00</td>
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<td>InTime Cabinet Kit</td>
<td>InTime, travel time with MAC address capture module for cabinet installations (P/N: 800-00041). Includes a black cabinet mount puck style wifi antenna (P/N:800-00048) and kit of cable patch cable.</td>
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<td>$1,500.00</td>
<td>$3,000.00</td>
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<td>InTime Data Controller Kit Assembly</td>
<td>InTime Data Controller Processing Unit with DIN Rail Rotation Bracket and 4 VDC Power Supply</td>
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<td>$3,000.00</td>
<td>$3,000.00</td>
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<tr>
<td>InTime POE Injector</td>
<td>POE injector. Requires a cabinet interconnect switch to be in place</td>
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<td>$50.00</td>
<td>$100.00</td>
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<td>Mast Arm</td>
<td>Pelco AS-3009-120-SS-PNC Pelco SH-0514-PNC Pelco AB-2003-74 or equivalent, with same or better specification</td>
<td>54</td>
<td>$325.00</td>
<td>$17,550.00</td>
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</tr>
<tr>
<td>On Site Deployment Services</td>
<td>On-Site Services Provided by Rhythm</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td>Pedestrian Integration</td>
<td>Integrates Pedestrian Operations. Includes hardware (Intercept Module) for SDLIC integration.</td>
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<td>$5,000.00</td>
<td>$70,000.00</td>
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<td>Shipping &amp; Handling</td>
<td>FOB Lenox. Freight for all equipment listed.</td>
<td>15</td>
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<td>Training</td>
<td>One day of Training by a Rhythm Engineering Technician or Engineer</td>
<td>1</td>
<td>$2,000.00</td>
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<td>Warranty - Hardware</td>
<td>Hardware Warranty. 2 years of hardware warranty included.</td>
<td>14</td>
<td>$0.00</td>
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<tr>
<td>Warranty - Software</td>
<td>InSync software and updates. 1 year of Software Support included. Software support renewals included. Software support renewals at $250 per renewal per year.</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Warranty - Technical Support</td>
<td>Unlimited remote 24/7/365 technical support. 1 year of Technical Support included. Technical Support renewals at $750 per renewal per year.</td>
<td>14</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

Total                                                                                   |                                                                                    |          | $499,406.00 | $499,406.00 |
B. PAYMENT SCHEDULE

All payment requests will be processed by the RTC within 30 calendar days of receipt of invoice detailing work performed to date but in no case before the date specified in the following schedule:

1) 75% on shipment of materials and equipment specified in Exhibit B- A. Fees for Supply of Equipment and Services

2) 25% on commissioning of the system in full adaptive traffic control mode and start of the 180-day evaluation period.
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. 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 Service Providers’ insurance shall be primary as respects the RTC, its officers and employees.

4. Endorsement/Cancellation: The Service Providers’ general liability insurance policy shall be endorsed to recognize specifically the Service Providers’ 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider that is a sole proprietor shall be required to submit an affidavit (sample attached) indicating that the Service Provider 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 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.

11. 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.

12. Additional Insurance: The Service Provider is encouraged to purchase any such additional insurance as it deems necessary.

13. 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.

14. Cost: The Service Provider 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 and cc the designated Purchasing Representative.

16. Insurance Form Instructions: The following information must be filled in by the Service Provider’s Insurance Service Provider representative:
   
   • Insurance Broker’s name, complete address, telephone and fax numbers
• Service Provider’s name, complete address, telephone and fax numbers
• Insurance Service Provider’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. 20-046; Project Title: ADAPTIVE TRAFFIC SYSTEMS EQUIPMENT AND PROFESSIONAL SERVICES** (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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
**RTC CERTIFICATE OF INSURANCE**

**PRODUCER**

**INSURANCE BROKER’S NAME**

**ADDRESS**

**PHONE & FAX NUMBERS**

**INSURED**

**INSURED’S NAME**

**ADDRESS**

**PHONE & FAX NUMBERS**

**COMPANIES AFFORDING COVERAGE**

**3. BEST'S RATING**

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<tr>
<th>LETTER</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
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**COVERAGES**

**4. GENERAL LIABILITY**

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<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
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<td>X COMMERCIAL GENERAL LIABILITY CLAIMS MADE</td>
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<td>(C)</td>
<td>GENERAL AGGREGATE</td>
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<td>$D</td>
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<td>PRODUCTS-COMP/OP AGG.</td>
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**5. AUTOMOBILE LIABILITY**

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<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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<td>(K)</td>
<td>(L)</td>
<td>COMBINED SINGLE LIMIT</td>
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<td>NON-OWNED AUTOS</td>
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**EXCESS LIABILITY**

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<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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<td>STATUTORY LIMITS</td>
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**6. WORKER’S COMPENSATION**

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<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
</table>

**PROFESSIONAL LIABILITY**

**7. DESCRIPTION OF CONTRACT: CONTRACT NUMBER**

**8. CERTIFICATE HOLDER**

**REGIONAL TRANSPORTATION COMMISSION-5O NEVADA C/O PURCHASING AND CONTRACTS DIVISION-2ND FLOOR 600 S. GRAND CENTRAL PARKWAY LAS VEGAS, NV 89106-4512**

The Certificate Holder is named as an additional insured.
AGENDA ITEM

SUBJECT: GRANT AGREEMENT

PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:
The total project budget for the proposed United States Department of Transportation (USDOT) Federal Fiscal Year (FFY) 2018 Better Utilizing Investments to Leverage Development (BUILD) Discretionary Transportation Grant administered by the Federal Transit Administration (FTA) grant number NV-2020-003-00 is $8,205,331.00. Of the total project, $5,319,838.00 will be provided by the FFY 2018 BUILD grant and $2,885,493.00 will be provided by local funds.

BACKGROUND:
The USDOT FFY 2018 BUILD grant agreement has been approved by the FTA and will provide financing for the deployment of the GoMed Las Vegas Medical District Automated Circulator and Connected Pedestrian Safety Project. The Regional Transportation Commission of Southern Nevada (RTC) has complied with all Federal requirements. The local share matching funds are programmed in the RTC’s Capital Improvement Program.

This project included in this grant agreement is included in the Fiscal Years 2019-2023 State Transportation Improvement Program.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

RTC Item #44
May 21, 2020
Consent
This agreement is between the United States Department of Transportation (the “USDOT”) and Regional Transportation Commission of Southern Nevada (the “Recipient”). It reflects the selection of the Recipient for an award under the provisions of the Consolidated Appropriations Act, 2018 (Pub. L. 115-141, March 23, 2018), regarding National Infrastructure Investments, as described in the Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2018, 83 FR 18651 (April 27, 2018) (the “NOFO”). In this agreement, “FY 2018 BUILD Transportation Discretionary Grant” means an award under those provisions.

ARTICLE 1. AWARD TERMS AND CONDITIONS

1.1 **Operating Administration.** The Federal Transit Administration (the “FTA”) will administer this agreement on behalf of the USDOT. In this agreement, the “Administering Operating Administration” means the FTA.

1.2 **Application.**

   (a) The application for funding was dated July 18, 2018 and titled “GoMed Las Vegas Medical District Automated Circulator and Connected Pedestrian Safety Project.” It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

   (b) The Recipient states that:

      (1) all material statements of fact in the application were accurate when that application was submitted; and
(2) Attachment E documents all material changes in the information contained in that application.

1.3 **Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant local or regional impact. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the application identified in section 1.2, as modified by section 2.3 and Attachment C.

In this agreement, the “Project” means the project proposed in the application identified in section 1.2, as modified by the negotiated provisions of this agreement, including sections 2.1, 2.2, and 2.3 and the attachments referenced in section 1.9.

1.4 **Federal Award Amount.** The USDOT hereby awards a FY 2018 BUILD Transportation Discretionary Grant in the amount of $5,319,838 for the period of performance. The USDOT shall not provide funding greater than this amount under this agreement. The Recipient acknowledges that USDOT is not liable for payments that exceed this amount.

1.5 **Period of Performance.**

(a) The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.2.

(b) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(c) The Recipient shall not charge to this award costs that were incurred before the date of this agreement. This restriction includes any costs under 2 C.F.R. 200.458 incurred prior to the date of this agreement. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for this Project.

1.6 **Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the technical application, the USDOT hereby designates the project to be a project in an urban area, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

1.7 **Fund Obligation.**

This agreement obligates the total amount of funds stated in section 1.4.
1.8 **Federal Award Identification Number.** The USDOT identifies this award with the following federal award identification number:

The Federal Award Identification Number (FAIN) has not yet been assigned. The temporary number that has been assigned to the draft application in TrAMS is 1643-2019-2.

1.9 **Attachments.** This agreement includes the following attachments as integral parts:

- Attachment A  Statement of Work
- Attachment B  Estimated Project Schedule
- Attachment C  Estimated Project Budget
- Attachment D  Performance Measurement Table
- Attachment E  Material Changes from Application
- Attachment F  Approved Pre-Award Costs

**ARTICLE 2. PROJECT AND RECIPIENT INFORMATION**

2.1 **Summary of Project’s Statement of Work.** (See Attachment A for additional details).

Autonomous Transit Vehicles will connect the Bonneville Transit Center in downtown Las Vegas to the Medical District and circulate within the District on the core interior access streets. RTC will procure the services of a transit operator and lease four driverless transit vehicles, with three transit vehicles in operation and one reserve which can be used to replace a vehicle as needed for charging or is otherwise not available due to repairs/maintenance. The transit vehicles will run at approximately eight minute frequencies and have Wi-Fi available on board. Each Americans with Disabilities Act (ADA) accessible transit vehicle shall support a minimum capacity of 10 people, or eight people when a wheelchair is on board. Note here that the AV vehicle lease will cover four years and will start on 12/31/2022; the AV vehicle lease will be structured so that the entire amount of the lease is paid using federal share funds at the time of delivery (i.e. there will be one lump sum lease payment at the beginning of the lease that will cover the entire 4-year lease period).

Smart Transit Shelters will be located at existing fixed-route stop locations and will be equipped with beaconing technology, vertical sun and wind screening, trash containers, signage, smart lighting and station markers. The Smart Transit Shelters will be comprised of RTC general market bus shelters branded for the Las Vegas Medical District. RTC will provide and install 23 Smart Transit Shelters. Nine of those will be designated as transit stops. Six of the Smart Transit Shelter/Transit Stops will also contain a dynamic wayfinding kiosk.

Connected Vehicles will be deployed through 20 roadside units, which will communicate with 300 on-board units installed in selected vehicles that traverse the Medical District. The 300 on-board units will be funded separately by RTC as part of a local project (separate from the GoMed Program). The 20 DSRC roadside units will be installed as communication devices with the Autonomous Transit Vehicles, Connected Vehicles, and
other applications. Roadside units will collect data from DSRC-equipped vehicles for historical and real-time analytics of roadway operating conditions and pushing of alerts to drivers for real-time decision-making such as pedestrian proximity and speeding alerts.

Pedestrian Detection will be installed at key signalized intersections and uncontrolled crosswalks within the Medical District. Pedestrian Detection sensors for intersection safety at signalized intersections and uncontrolled crossings would include infrared or microwave radar detectors mounted on the signal pole, or video cameras using remote sensor software at the waiting and crosswalk areas. Through intelligent intersection analytics, these 20 pedestrian detection units will provide drivers with a heightened awareness of the presence of pedestrians so that they can take precautionary actions to avoid collisions. Pedestrian Detection data collected within the program area will be fed into the RTC FAST Traffic Management System to help improve adaptive signal timing decisions and the City of Las Vegas Data Hub/Dashboard Analytics Platform for driver alerts and identification of counter measures.

The GoMed Program will utilize the City of Las Vegas Data Hub/Dashboard Analytics Platform as the central repository for data collected from the Connected Vehicles and Internet of Things devices. The CLV Data Hub/Dashboard Analytics Platform will serve as a tool for system management and performance analyses to continuously monitor and improve the GoMed system.

Traveler Information such as Autonomous Transit Vehicle arrival times will be available to all users of the transportation system via the rideRTC and GOVegas apps, as well as the dynamic wayfinding kiosks. Connected Vehicles will receive alerts regarding speed limits and the presence of pedestrians in upcoming crosswalks, and vehicles without DSRC transceivers can access the same information via either mobile app.

### 2.2 Summary of Project’s Estimated Schedule

(See Attachment B for additional details).

- **Planned Completion of NEPA:** 11/26/2019
- **Planned Completion of Final Design:** 09/01/2021
- **Planned Construction and Deployment Start Date:** 01/31/2022
- **Planned Autonomous Transit Vehicles Lease Start Date:** 12/31/2022
- **Planned Completion of System Construction and Deployment:** 03/31/2023
- **Planned Revenue Service Date:** 06/30/2023
- **FTA/Build Grant Period of Performance End Date:** 06/30/2025
2.3 **Summary of Project’s Estimated Budget.** (See Attachment C for additional details).

BUILD Funds and Additional Sources of Project Funds:

- **BUILD Grant Amount:** $5,319,838
- **Other Federal Funds (if any):** $_____
- **State Funds (if any):** $_____
- **Local Funds (if any):** $2,885,493
- **Private Funds (if any):** $_____
- **Other Funds (if any):** $_____
- **Total Project Cost:** $8,205,331

2.4 **Recipient Cost Share Certification.**

As negotiated, the Recipient hereby certifies that not less than $2,885,493 in non-Federal funds are committed to fund the Project.

2.5 **Project’s State and Local Planning Requirements.**

The Project was most recently included in the 2019-2023 Statewide Transportation Improvement Program (STIP) under STIP identification number CL20190002, federally approved on 03/07/2019.

2.6 **Project’s Environmental Approvals and Processes.**

The Project received a National Environmental Policy Act (NEPA) Class II (c) – Categorical Exclusions (C-List) Type 07, federally approved on 11/26/2019.

2.7 **Recipient’s and any Subrecipient’s Unique Entity Identifiers.**

Dun and Bradstreet Data Universal Numbering System No. (the “**DUNS No.**”) of the Recipient: 830233818

Name of any First-Tier Subrecipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Subrecipient (if applicable – to be reported if/when identified): N/A

2.8 **Recipient Contacts.**

Recipient Official Designated as Official Contact (may list more than one contact especially where another agency or department, in addition to Recipient, is assisting in meeting grant requirements):
ARTICLE 3. GENERAL REPORTING TERMS

3.1 **Report Submission.** The Recipient shall send all reports required by this agreement to all of the USDOT contacts who are listed in Section 9.1.

3.2 **Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.

3.3 **Reporting as History of Performance.** Under 2 C.F.R 200.205, any Federal awarding agency may consider the Recipient’s timely submission of the reports that this agreement requires, or the Recipient’s failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

3.4 **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 4. PROGRESS REPORTING

4.1 **Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until Project Closeout, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification with the form and content described in Exhibit H. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

4.2 **Closeout Information.** No later than 90 days after the period of performance end date that is listed in section 2.2, the Recipient shall:

   (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and any other information required under the Administering Operating Administration’s closeout procedures; and
(2) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.

4.3 Project Closeout. In this agreement, “Project Closeout” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.343, Project Closeout should occur no later than one year after the Recipient liquidates all obligations under this award and submits the reports identified in section 4.2.

ARTICLE 5. PERFORMANCE REPORTING

5.1 Performance Measure Data Collection. The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment D.

5.2 Pre-project Performance Measurement Report. The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment D, a Pre-project Performance Measurement Report that contains:

(1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment D, accurate as of the Pre-project Measurement Date that is stated in Attachment D; and

(2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.

5.3 Interim Performance Measurement Reports. After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment D, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table. If an external factor significantly affects the value of a performance measure during a measurement period, then in the Interim Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.

5.4 Project Outcomes Report. The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment D, a Project Outcomes Report that contains:

(1) a narrative discussion detailing project successes and the influence of external factors on project expectations;

(2) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and

(3) an ex post examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.
ARTICLE 6. AGREEMENT MODIFICATIONS

6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

6.2 **Limited Unilateral Modifications.**

(a) The Recipient may update the contacts who are listed in section 2.8 by written notice to all of the USDOT contacts who are listed in section 9.1.

(b) The USDOT may update the contacts who are listed in section 9.1 by written notice to all of the Recipient contacts who are listed in section 2.8.

6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 6.1 or section 6.2. If an amendment, modification, or supplement is not permitted under section 6.1 and not permitted under section 6.2, it is void.

ARTICLE 7. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

7.1 **Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 2.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 2.1 and Attachment A.

7.2 **Schedule Changes.** If the Project’s substantial completion date changes to a date that is more than six months after the substantial completion date listed in section 2.2 or a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration’s requirements, to the change.

7.3 **Budget Changes.**

(a) If, in comparing the Project’s budget to the amounts listed in section 2.3, the “Other Federal Funds” amount increases or one or more of the “State Funds,” “Local Funds, “Private Funds,” “Other Funds,” or “Total Project Cost” amounts decrease, then the Recipient shall request a modification of this agreement to update section 2.3 and Attachment C. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment C unless the USDOT has consented, in writing consistent with the Administering Operating Administration’s requirements, to the change.

(b) If the actual eligible project costs are less than the “Total Project Cost” that is listed in section 2.3, then the Recipient may propose to the USDOT, in writing consistent with
the Administering Operating Administration’s requirements, specific additional activities that are within the scope of this award, as defined in sections 1.3 and 2.1, and that the Recipient could complete with the difference between the “Total Project Cost” that is listed in section 2.3 and the actual eligible project costs.

(c) If the actual eligible project costs are less than the “Total Project Cost” that is listed in section 2.3 and either the Recipient does not make a proposal under section 7.3(b) or the USDOT does not accept the Recipient’s proposal under section 7.3(b), then:

(1) in a request under section 7.3(a), the Recipient shall reduce the Federal Share by the difference between the “Total Project Cost” that is listed in section 2.3 and the actual eligible project costs; and

(2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, “Federal Share” means the sum of the “BUILD Grant Amount” and the “Other Federal Funds (if any)” amounts that are listed in section 2.3.

(d) The Recipient acknowledges that amounts that are required to be refunded under section 7.3(c)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.345 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

7.4 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 7, and in doing so may elect to consider only the interests of the BUILD Transportation Discretionary Grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 7 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 6.1.

ARTICLE 8. TERMINATION AND EXPIRATION

8.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) The Recipient fails to obtain or provide any non-BUILD Transportation Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2, 2.3, and 2.4;

(2) The Recipient fails to begin System Construction and Deployment before 06/01/2022;

(3) The Recipient fails to begin expenditure of award funds by 06/01/2021;
(4) The Recipient fails to achieve the Planned Revenue Service Date by 09/30/2023;

(5) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,

(6) The USDOT determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section the USDOT may elect to consider only the interests of the USDOT.

8.2 **Closeout Termination.** This agreement terminates on Project Closeout.

8.3 **Fund Liquidation, Adjustment, and Cancellation.**

(a) The Recipient shall liquidate all obligations under this award not later than 90 days after the period of performance end date that is listed in section 2.2. The Recipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 8.3(c).

(b) Liquidation and adjustment of funds under this agreement follow the requirements of 2 C.F.R. 200.343–.345.

(c) Outstanding FY 2018 BUILD Transportation Discretionary Grant balances are canceled by statute after September 30, 2025, and are then unavailable for any purpose, including adjustments and expenditures.

8.4 **Reporting Survival:** The reporting requirements set forth in articles 4 and 5 of this agreement survive the termination of this agreement and the expiration of award funds.

**ARTICLE 9. USDOT CONTACTS**

9.1 **USDOT Contacts.** Except as authorized by the USDOT under section 3.2, the Recipient shall send all notices, reports, and information required by this agreement to all of the following contacts:

Ray Tellis  
FTA Region 9 Administrator  
Federal Transit Administration  
90 7th Street, Suite 15-300, San Francisco, CA 94103  
(415) 734-9490  
ray.tellis@dot.gov

and

Mark Bathrick  
Program Manager  
Federal Transit Administration
ARTICLE 10. ADDITIONAL TERMS AND CONDITIONS

10.1 Catalog of Federal Domestic Assistance Information. This award is under the program titled “National Infrastructure Investments,” with number 20.933 in the Catalog of Federal Domestic Assistance.

10.2 Research and Development Designation. This award is not for research and development.

10.3 Exhibits. This agreement includes the following exhibits as integral parts located at: http://www.fta.dot.gov/grants/about_FTA_15116.html

- Exhibit A  Legislative Authority
- Exhibit B  General Terms and Conditions
- Exhibit C  Applicable Federal Laws and Regulations
- Exhibit D  Grant Assurances
- Exhibit E  Responsibility and Authority of the Recipient
- Exhibit F  Reimbursement of Project Costs
- Exhibit G  Grant Requirements and Contract Clauses
- Exhibit H  Quarterly Progress Reports: Format and Content

10.4 Construction. If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 12, then the provision in Articles 1 – 12 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the exhibits prevails.

ARTICLE 11. SPECIAL GRANT REQUIREMENTS

11.1 Acknowledgment of Support. The Recipient shall include in any publication of any material, whether copyrighted or not, based on or developed under this agreement, the following acknowledgment of USDOT support and disclaimer:
“This material is based upon work supported by the USDOT under FTA FY 2018 BUILD Grant No. DTOS59-18-RA-BUILD1.

Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the USDOT.”

11.2 **Annual Certifications and Assurances.** The Recipient hereby certifies that it has executed the FTA Annual Certifications and Assurances for all FTA Federal assistance programs for which FTA awards Federal financial assistance in Federal fiscal year 2018.

11.3 **Autonomous Vehicle Requirements.**

(a) In the terms of any solicitation for autonomous vehicles under this award and in the terms of any subsequent acquisition agreement, the Recipient shall require the selected contractor to submit to the Recipient certifications that the vehicles:

   (1) comply with the Federal Transit Administration’s Buy America requirements for rolling stock, 49 U.S.C. 5323(j) and 49 CFR part 661, without requiring a waiver under 49 U.S.C. 5323(j)(2)(A)-(B) or (C);

   (2) comply with the minimum requirements for transportation vehicles required to be accessible by the Americans with Disabilities Act of 1990, 49 CFR part 38; and

   (3) (A) comply with applicable Federal Motor Vehicle Safety Standards, 49 CFR part 571; or

       (B) if a vehicle does not comply with one or more applicable Federal Motor Vehicle Safety Standards, be subject to a valid exemption to those standards granted by the National Highway Traffic Safety Administration under 49 CFR part 555.

(b) In subsection (a), “acquisition” includes, without limitation, purchase transactions and lease transactions.

(c) As required under 2 CFR 200.333, the Recipient shall retain copies of all certifications required under subsection (a) for USDOT access under 2 CFR 200.336.

(d) If the Recipient incurs costs to carry out the Project that do not comply with subsection (a), the USDOT may disallow those costs, terminate this award under section 8.5, and seek additional remedies for noncompliance under 2 C.F.R. 200.338, including disallowance and repayment of costs previously reimbursed under this award.

11.4 **Final Section.** There are no other special grant requirements for this project.
ARTICLE 12. EXECUTION

12.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties shall execute this agreement in triplicate and intend each countersigned original to have identical legal effect.

12.2 **Effective Date.** This agreement is effective when fully executed by authorized representatives of the Recipient and the USDOT. The Recipient shall execute this agreement and then submit three original signed copies of the agreement to the USDOT for execution. This instrument constitutes a FY 2018 BUILD Transportation Discretionary Grant when it is signed and dated by the authorized official of the USDOT and the USDOT awards the funding through TrAMS.
EXECUTION BY THE USDOT

Executed this___________ day of ________________, 202__.

____________________________________________
Signature of USDOT’s Authorized Representative

____________________________________________
Name of USDOT’s Authorized Representative

____________________________________________
Title
EXECUTION BY REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this agreement.

Executed this _____________ day of ________________, 202__. 

______________________________________________ 
Signature of Recipient’s Authorized Representative 

______________________________________________ 
Name of Recipient’s Authorized Representative 

______________________________________________ 
Title
BACKGROUND

The Las Vegas Medical District Automated Circulator and Connected Pedestrian Safety Project, referred to as the GoMed Program, connects Southern Nevada residents to the Las Vegas Medical District (LVMD). The LVMD contains 684 acres of critical medical facilities, which include four hospitals, that handle almost 200,000 patient visits each year. The GoMed Program expands on Southern Nevada’s autonomous shuttle success by improving mobility between the LVMD and downtown Las Vegas through the deployment of Autonomous Transit Vehicles, and improves safety and data sharing through the deployment, operation, and analysis of innovative Pedestrian Detection technologies that connect traffic signals, drivers, passengers and pedestrians.

PROJECT AREA

This section describes the traffic conditions and roadway network associated with the proposed route for the GoMed Autonomous Transit Vehicles, which are proposed to serve the Medical District. The Medical District’s core region, is generally bounded by the key roadways of Martin Luther King Boulevard to the east, Alta Drive to the north, Rancho Drive to the west, and Charleston Boulevard to the south. This section of Martin Luther King Boulevard was recently redesigned as two lanes in each direction with raised medians and a posted speed limit of 35 miles per hour. Alta Drive is two lanes in each direction with a two-way center left turn lane and a posted speed limit of 30 miles per hour. Rancho Drive is three lanes in each direction with raised medians and a posted speed limit of 35 miles per hour. Charleston Boulevard is three lanes in each direction with a mixture of raised medians and two-way center left turn lanes and a posted speed limit of 45 miles per hour. On-street parking is not allowed on any of these four roadways. Fixed route public transit currently operate along Charleston Boulevard, Alta Drive, and Martin Luther King Boulevard. Within this Medical District core, the streets reduce in right-of-way, and are typically defined as having one lane in each direction, with on-street parking, and posted speed limits of 25 miles per hour.
DELIVERABLES

The work includes:

Autonomous Transit Vehicles will connect the Bonneville Transit Center in downtown Las Vegas to the Medical District and circulate within the Medical District on the core interior access streets, providing mobility for employees, students, and patients. RTC will procure the services of a transit operator and lease four driverless transit vehicles, with three transit vehicles in operation and one reserve which can be used to replace a vehicle as needed for charging or is otherwise not available due to repairs/maintenance. The transit vehicles will run at approximately eight minute frequencies and have Wi-Fi available on board for passenger convenience. Each ADA accessible transit vehicle shall support a minimum capacity of 10 people, or eight people when a wheelchair is on board. Note here that the AV vehicle lease will cover four years and will start on 12/31/2022; the AV vehicle lease will be structured so that the entire amount of the lease is paid using federal share funds at the time of delivery (i.e. there will be one lump sum lease payment at the beginning of the lease that will cover the entire 4-year lease period).

Smart Transit Shelters will be located at existing fixed-route stop locations and will be equipped with beaconing technology, vertical sun and wind screening, trash containers, signage, smart lighting and station markers. The Smart Transit Shelters will be comprised of RTC general market bus shelters branded for the Las Vegas Medical District. RTC will provide and install 23 Smart Transit Shelters. Nine of those will be designated as transit stops. Six of the Smart Transit Shelter/Transit Stops will also contain a dynamic wayfinding kiosk.

Connected Vehicles will be deployed through 20 roadside units, which will communicate with 300 on-board units installed in selected vehicles that traverse the Medical District. The 300 on-board units will be funded separately by RTC as part of a local project (separate from the GoMed Program). The 20 DSRC roadside units will be installed as communication devices with the Autonomous Transit Vehicles, Connected Vehicles, and other applications. Roadside units will collect data from DSRC-equipped vehicles for historical and real-time analytics of roadway operating conditions and pushing of alerts to drivers for real-time decision-making such as pedestrian proximity and speeding alerts.

Pedestrian Detection will be installed at key signalized intersections and uncontrolled crosswalks within the Medical District. Pedestrian Detection sensors for intersection safety at signalized intersections and uncontrolled crossings would include infrared or microwave radar detectors mounted on the signal pole, or video cameras using remote sensor software at the waiting and crosswalk areas. Through intelligent intersection analytics, these 20 pedestrian detection units, will provide drivers with a heightened awareness of the presence of pedestrians so that they can take precautionary actions to avoid collisions. Pedestrian Detection data collected within the program area will be fed into the RTC FAST Traffic Management System to help improve adaptive signal timing decisions and the City of Las Vegas Data Hub/Dashboard Analytics Platform for driver alerts and identification of counter measures.

The GoMed Program will utilize the City of Las Vegas Data Hub/Dashboard Analytics Platform as the central repository for data collected from the Connected Vehicles and Internet of Things
devices. The CLV Data Hub/Dashboard Analytics Platform will serve as a tool for system management and performance analyses to continuously monitor and improve the GoMed system.

Traveler Information such as Autonomous Transit Vehicle arrival times will be available to all users of the transportation system via the rideRTC and GOVegas apps, as well as the dynamic wayfinding kiosks. Connected Vehicles will receive alerts regarding speed limits and the presence of pedestrians in upcoming crosswalks, and vehicles without DSRC transceivers can access the same information via either mobile app.
ATTACHMENT B
ESTIMATED PROJECT SCHEDULE

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: The Recipient must provide a detailed breakdown of the Project’s schedule. This schedule must include all major activities that will be completed as part of the Project, including major construction activities. The activities described in this attachment should align with the activities in Attachment A (Statement of Work) and Attachment C (Estimated Project Budget). If the Project will be completed in segments or phases, provide a schedule for each segment or phase.

Provide this information directly in this document; separate files, including PDF and Excel files, are not acceptable. The Recipient repeats the same schedule information in TrAMS.

Actual Completion of NEPA: 11/26/2019
Planned Completion of Concept of Operations: 09/01/2020
Planned Completion of System Requirements: 10/01/2020
Planned Completion of Application Development and Deployment Plan: 06/01/2021
Planned Completion of Final Design: 09/01/2021
Planned Construction and Deployment Start Date: 01/31/2022
Planned Autonomous Transit Vehicles Lease Start Date: 12/31/2022
Planned Completion of System Construction and Deployment: 03/31/2023
Planned Revenue Service Date: 06/30/2023
FTA/Build Grant Period of Performance End Date: 06/30/2025

RTC Sustaining Activities after Grant End Date

Planned Autonomous Transit Vehicles Lease End Date: 12/31/2026
Planned Completion of Long-Term Operations and Maintenance: 12/31/2026
Planned Completion of System Performance Evaluation: 03/01/2027
RTC Project Closeout Date: 06/01/2027
ATTACHMENT C
ESTIMATED PROJECT BUDGET

INSTRUCTIONS FOR COMPLETING ATTACHMENT C: The Recipient must provide a detailed breakdown of the Project’s budget. This budget must include all major activities that will be completed as part of the Project, including major construction activities. The activities described in this attachment should align with the activities in Attachment A (Statement of Work) and Attachment B (Estimated Project Schedule). If the project will be completed in segments or phases, provide a budget for each segment or phase.

Provide this information directly in this document; separate files, including PDF and Excel files, are not acceptable.

The Recipient repeats the same budget information in TrAMS.

<table>
<thead>
<tr>
<th>Activity</th>
<th>FY 2018 BUILD Transportation Discretionary Grant Funds</th>
<th>Other Federal Funds</th>
<th>Match to Other Federal Funds</th>
<th>Local Funds</th>
<th>State Funds</th>
<th>Other Funds</th>
<th>Project Cost</th>
</tr>
</thead>
<tbody>
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<td>System Engineering/Design</td>
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<td>465,951</td>
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<td>AV Vehicle Lease</td>
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<tr>
<td>Towing Trailer</td>
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<td>0</td>
<td>7,033</td>
<td>0</td>
<td>0</td>
<td>20,000</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>2,885,493</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>8,205,331</strong></td>
</tr>
</tbody>
</table>
**ATTACHMENT D**

**PERFORMANCE MEASUREMENT TABLE**

**Study Area:** The study area has been defined in Attachment A.

**Pre-project Measurement Date:** Data for one year (October 2020 through October 2021) will be reported for the pre-project reporting.

**Pre-project Report Date:** The Pre-project report will be submitted 60 days after the pre-project measurement period, in January 2022.

**Project Outcomes Report Date:** Project performance measurement will take place for three years starting from November 2023. The Project Outcomes Report will be submitted 90 days after the end of the project performance measurement period, in February 2027.

### Performance Measurement Table

<table>
<thead>
<tr>
<th>Measure</th>
<th>Description and Category of Measure</th>
<th>Measurement Period</th>
<th>Reporting Period</th>
</tr>
</thead>
</table>
| Travel time Reliability | On-time performance will measure the timeliness of the route along the corridor in the study area, based upon the 5 minute standard defined as departures from ninety percent (90%) of all time points within the study area, with no greater deviation from the schedule than zero (0) minutes early departure and no more than five (5) minutes late departure. | Baseline: Oct. 2020-Oct. 2021  
Interim Period:  
first measured Nov. 2023, then measured yearly, providing 3 full years.  
Data collected in:  
• Nov. 2024  
• Nov. 2025  
• Nov. 2026 | Baseline: Pre-Project Report: Jan. 2022  
Interim Period Data Transmittals:  
• Feb. 2025  
• Feb. 2026  
• Feb. 2027 – as part of Project Outcomes Report |
| Passenger Counts      | Route-level data consistent with annual, system wide reports provided to National Transit Database (NTD). Directional boarding and alighting counts by route and time of day for each transit stop in the study area for a typical weekday (while school is in session), Saturday and Sunday. | Baseline: Oct. 2020-Oct. 2021  
Interim Period:  
first measured Nov. 2023, then measured yearly, providing 3 full years.  
Data collected in: | Baseline: Pre-Project Report: Jan. 2022  
Interim Period Data Transmittals:  
• Feb. 2025  
• Feb. 2026  
• Feb. 2027 – as part of Project Outcomes Report |
<table>
<thead>
<tr>
<th>Measure</th>
<th>Description and Category of Measure</th>
<th>Measurement Period</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reportable Events/Passenger Miles Traveled</td>
<td>A reportable event is an event occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle, excluding occupational safety events occurring in administrative buildings. This includes either planned or unplanned events. Certain events are automatically reportable regardless of meeting a fatality, injury, or property threshold. Events are no longer based on their effect on revenue service. Events at bus stops not on transit owned property or controlled by the agency are not reportable unless event involves a transit vehicle or boarding/alighting a vehicle. Therefore, non-transit vehicle collisions or other events (assault, robbery, etc.) occurring at bus stops or shelters owned by municipalities or authorities that also operate transit systems will be excluded. (Source: Federal Transit Administration, <em>2015 Safety and Security Reporting Manual</em>)</td>
<td>Baseline: Oct. 2020-Oct. 2021 &lt;br&gt;Interim Period: first measured Nov. 2023, then measured yearly, providing 3 full years. &lt;br&gt;Data collected in: &lt;br&gt;• Nov. 2024 &lt;br&gt;• Nov. 2025 &lt;br&gt;• Nov. 2026</td>
<td>Baseline: Pre-Project Report: Jan. 2022 &lt;br&gt;Interim Period Data Transmittals: &lt;br&gt;• Feb. 2025 &lt;br&gt;• Feb. 2026 &lt;br&gt;• Feb. 2027 – as part of Project Outcomes Report</td>
</tr>
</tbody>
</table>
ATTACHMENT E

MATERIAL CHANGES FROM APPLICATION

SCOPE DIFFERENCES
- The Autonomous Transit Vehicle route has been modified to bypass Charleston Boulevard, which has a 45 mile per hour (mph) speed limit. The modified route is designed to adhere to the 25 mph speed limit required by low speed Autonomous Transit Vehicles.
- Instead of having four Autonomous Transit Vehicle circulating the Medical District, there will be three transit vehicles in operation and one reserve transit vehicle which can be used to replace transit vehicles that require charging or is otherwise not available due to repairs/maintenance.
- Improvements to the Medical District Wi-Fi and fiber communications infrastructure will no longer use grant funding, as these projects are already currently underway.

SCHEDULE DIFFERENCES
- The schedule in the grant application assumed a Notice to Proceed (NTP) would be issued January 2, 2019. The updated schedule in Attachment B assumes a NTP of July 1, 2020.
- The activities listed in Attachment B that will utilize grant funding adheres to a five year period of performance, by which RTC expects to draw grant funds.
- The activities prior to achieving a fully operational system have been adjusted such that:
  - Concept of Operations and System Requirements (both funded by RTC outside of the local match amount), will begin prior to NTP.
- Planned deployment timeframe is extended from one year to 14 months, which will accommodate a 90 day shakedown period for the Autonomous Transit Vehicles before the Planned Revenue Service Date begins.
- The three years of Continuous System Performance Evaluation as required by the USDOT will not utilize grant funding and will continue past the Planned Project Closeout Date, ending in March 2027.
- The AV vehicle lease will cover four years and will start on 12/31/2022; the AV vehicle lease will be structured so that the entire amount of the lease is paid using federal share funds at the time of delivery (i.e. there will be one lump sum lease payment at the beginning of the lease that will cover the entire 4-year lease period).

BUDGET DIFFERENCES
- The cost-share has been changed from 72 / 28 percent, to 65 / 35 percent (federal/local match).
- Several items have been removed from the funding request including:
  - Development of the Concept of Operations
o System Requirements
o Waycare Project
o ITS Communications Infrastructure Design and Construction Management
o Wi-Fi and Communications Infrastructure Improvements on Charleston Boulevard, Shadow Lane, and Bonneville / Alta Drive.
o Connected Vehicle On-Board Units (OBUs)

• The cost estimate of the Connected Vehicle component has been corrected from $100,000 to $757,663, to include 20 Roadside Units (RSUs) to be installed at selected intersections in the Medical District along with supporting Connected Vehicle infrastructure, back office and data system.

• The total lease amount for the Autonomous Transit Vehicles has been updated from $1,000,000 to $4,686,667. The AV vehicle lease will cover four years and will start on 12/31/2022; the AV vehicle lease will be structured so that the entire amount of the lease is paid using federal share funds at the time of delivery (i.e. there will be one lump sum lease payment at the beginning of the lease that will cover the entire 4-year lease period).

• The Local Funds amount increased from $2,068,826 to $2,885,493. Utilizing the capital cost of lease contracts per the FTA guidance in 9030.1E caused the local share to increase and therefore the total cost of the project to increase. See Attachment C for the budget.

• The Total Project Cost amount increased from $7,388,664 to $8,205,331. Utilizing the capital cost of lease contracts per the FTA guidance in 9030.1E caused the local share to increase and therefore the total cost of the project to increase. See Attachment C for the budget.
None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included the project costs and documented in this Attachment F. See section 1.5(c).
EXHIBIT A

LEGISLATIVE AUTHORITY

1. The U.S. Department of Transportation (the “USDOT”) is authorized to award $1.5 billion million in FY 2018 National Infrastructure Investments under the Consolidated Appropriations Act, 2018 (Pub. L. 115-141, March 23, 2018). The USDOT refers to the grants for National Infrastructure Investments under the Act as the “FY 2018 Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants.”

2. The awards made under the FY 2018 BUILD Transportation Discretionary Grants program are in full compliance with the Act and the Notice of Funding Opportunity published in the Federal Register (83 FR 18651 (April 27, 2018)) (the “NOFO”).
EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. The Recipient shall ensure that the project is financed, constructed, operated and maintained in accordance with this agreement, and all applicable Federal laws, regulations and policies of the Federal Transit Administration (the “FTA” or the “Government”) will apply to the project.

2. The maximum obligation of the Government payable under this award (the “Grant”) shall be the award as specified in section 1.6 of this agreement, subject to all the terms and conditions in this agreement and of all other Federal awards funding the project. Once the Government executes this agreement for the project, or a segment of the project, the Grant funds will then be authorized for obligation.

3. Reimbursement of costs incurred pursuant to this agreement will be made pursuant to and in accordance with 2 C.F.R. Part 200 and the provisions of such regulations and procedures as the Government may prescribe. Determination of allowable costs incurred by the Recipient under the Grant shall be made in accordance with applicable government-wide cost principles under 2 C.F.R. Part 200, Subpart E. Closeout of the Grant shall be based upon a determination that all applicable administrative actions and all required work of the Grant have been completed in accordance with 2 C.F.R. 200.343-345. Upon the Government’s review of all financial, performance, and other reports required as a condition of the Grant, the Government may make any upward or downward adjustments to the allowable costs in accordance with 2 C.F.R. 200.344. If there are any differences between the requirements of 2 C.F.R. Part 200 and statutory authority, the statute controls.

4. The Recipient shall notify the Government within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the project as described in Attachments A–C. In its notification, the Recipient shall advise the Government of what actions it has taken or plans to take to ensure completion of the project and shall reaffirm its commitment to the Government as set forth in this agreement. The Recipient is solely liable for any funding shortfalls pertaining to the project as agreed to in this agreement. In response to a funding shortfall, the BUILD Transportation Discretionary Grant award amount will not increase. (See Article 8 of this agreement regarding termination).

5. The Recipient shall carry out and complete the project without undue delays and in accordance with the terms of this agreement, including the Project Schedule set out in Attachment B and to comply with such regulations and procedures as the Government may prescribe.

6. The Recipient has submitted a request for Federal assistance (the “Technical Application”), which is hereby incorporated by reference into this agreement, and the Government is relying upon the Recipient’s assurances, certifications, and other representations made in the Technical Application and any other related documents submitted to the Government; and, in its submissions, the Recipient has demonstrated justification for the project, and has demonstrated the financial and technical feasibility of the project, including the ability to start the project quickly upon receipt of the Grant; to expend Grant funds once the planning activities or construction starts;
and to receive all necessary environmental, state and local planning, and legislative approvals as necessary for the project to proceed in accordance with the Project Schedule.

7. The Government has determined that the Project is eligible for an award because the Project provides for construction of a highway or bridge project, public transportation project, passenger or freight rail transportation project, port infrastructure project, or other eligible project and that the Project will have a significant impact on the Nation, a metropolitan area, or a region. The Government has determined that Recipient should receive the award of a Grant based on a review of the Technical Application, which meets the requirements specified in the Act and the NOFO.

8. The Government will monitor the Recipient’s progress, both programmatically and financially, to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The Recipient is responsible for monitoring award activities, to include subawards, and accountable to the Government for the use of the funds provided and to assure that the Federal award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

9. The Recipient shall take all steps, including initiating litigation, if necessary, to recover Federal funds if the Government determines, after consultation with the Recipient, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance by the Government.

10. The Recipient shall retain documents relevant to the award as required under 2 C.F.R. 200.333 and shall provide access to those documents as required under 2 C.F.R. 200.336.

11. The Government is subject to the Freedom of Information Act (the “FOIA”). The Recipient acknowledges that all applications and related materials submitted by the Recipient related to this agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

12. The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

13. The Government encourages the Recipient and the State Department of Transportation (the “State DOT”) acting as the limited agent on behalf of the Recipient (if applicable), to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or -rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government

a) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
b) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
c) encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Recipient is encouraged to insert the substance of this clause in all assistance awards.

Where a Recipient, and the State DOT if acting as a limited agent for the Recipient, is located within a State that already has enacted legislation regarding texting while driving, that State’s law controls and the requirements of this paragraph will not apply to or be a part of this agreement.

15. SPECIAL GRANT REQUIREMENTS

15.1 For projects funded with both BUILD Transportation Discretionary Grant funds and Federal transit assistance under chapter 53 of title 49, United States Code, in addition to the terms and conditions set forth in this agreement, all relevant FTA program requirements apply.

15.2 For capital projects funded exclusively with BUILD Transportation Discretionary Grant funds, in addition to the terms and conditions set forth in this agreement, the following requirements shall apply:

15.2.1 Buy America. The Recipient shall comply with the “Buy America Requirements” under 49 U.S.C. § 5323(j), FTA implementing regulations at 49 C.F.R. part 661, and any amendments to those authorities.


15.2.3 Public Transportation Employee Protective Arrangements. If the Grant Agreement for the project indicates that public transportation employee protective arrangements required by U.S. Department of Labor (“DOL”) apply to public transportation operations performed in connection with the project, the Recipient shall comply with the applicable requirements for its project as follows:
15.2.3.1 Standard Public Transportation Employee Protective Arrangements. To the extent that the project involves public transportation operations and to the extent required by Federal law, the Recipient shall implement the project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines entitled, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments to those authorities. These terms and conditions are identified in U.S. DOL’s certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement for the project. The Recipient shall implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited in that certification are incorporated by reference and made part of the Grant Agreement for the project.

15.2.3.2 Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement for the project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient’s project, in accordance with U.S. DOL guidelines and Federal Transit Law at 49 U.S.C. §5333(b), entitled “Employee Protective Arrangements,” 29 C.F.R. Part 215, and any revisions to those authorities. Any U.S. DOL Special Warranty that may be provided and any documents cited in that warranty are incorporated by reference and made part of the Grant Agreement.

15.3 Preaward and Post Delivery Requirements. The Recipient shall comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 C.F.R. part 663 and any amendments to those authorities.


15.5 State Safety Oversight. To the extent applicable, funds awarded under this agreement are subject to the State Safety Oversight requirements of 49 U.S.C. §§ 5329(e) and 5330 and implementing regulations at 49 C.F.R. part 659 and part 674.

15.6 The Recipient shall administer the award according to the conditions set forth in this agreement.
EXHIBIT C

APPLICABLE FEDERAL LAWS AND Regulations

By entering into this agreement for a FY 2018 BUILD Transportation Discretionary Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

(a) General Federal Legislation
   i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
   l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. § 4012a
   n. American Indian Religious Freedom Act, P.L. 95-341, as amended
   x. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
   aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
e.e. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
nn. Safe Drinking Water Act -- 42 U.S.C. §§ 300f to 300j-26

(b) Executive Orders
a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
h. Executive Order 13788 – Buy American and Hire American

(c) General Federal Regulations
a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures - 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates - 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction
contracts subject to the Contract Work Hours and Safety Standards Act) - 29 C.F.R. Part 5

**g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 C.F.R. Parts 60, et seq.**

**h. New Restrictions on Lobbying – 49 C.F.R. Part 20**

**i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21**

**j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 C.F.R. Part 24**

**k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25**

**l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27**

**m. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28**

**n. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 C.F.R. Part 30**

**o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32**

**p. DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A - 49 C.F.R. Parts 37 and 38**

**q. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40**

**r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26**

(d) **Office of Management and Budget Circulars**

a. Any applicable OMB Circular based upon the specific FY 2018 BUILD Transportation Discretionary Grant Recipient.
EXHIBIT D
GRANT ASSURANCES
EXHIBIT D 1

TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under
the FY 2018 BUILD Transportation Discretionary Grants program, the Recipient HEREBY
AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S.
Department of Transportation (DOT), through the Federal Transit Administration (FTA), it is
subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits
discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The
Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI
of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and
“Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy,
memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any
measures necessary to ensure that:
“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FTA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2018 BUILD Transportation Discretionary Grants program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2018 BUILD Transportation Discretionary Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   “The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FTA’s access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FTA. You must keep records, reports, and submit the material for review upon request to FTA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2018 BUILD Transportation Discretionary Grants Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-Recipients, contractors, subcontractors and their subcontractors’, transferees, successors in interest, and any other participants in the FY 2018 BUILD Transportation Discretionary Grants Program.
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as
the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
APPENDIX B

CLauses for Deeds Transferring United States Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with The Consolidated Appropriations Act, 2018 (Pub. L. 115-141, March 23, 2018) the Regulations for the Administration of FY 2018 BUILD Transportation Discretionary Grants Program, and the policies and procedures prescribed by the Federal Transit Administration (FTA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)
APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will thereupon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).
EXHIBIT D 2

DISCLOSURE OF LOBBYING ACTIVITIES
Certification for Contracts, Grants, Loans, and Agreements

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

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

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 grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), “Disclosure of Lobbying Activities,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and grant agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.
EXHIBIT D 3

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF THE FY 2018 BUILD TRANSPORTATION DISCRETIONARY GRANTS PROGRAM

49 C.F.R. Part 32

The Recipient certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Recipient’s workplace, and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees about:

   (a) The dangers of drug abuse in the workplace;
   (b) The Recipient's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the grant award, the employee will:

   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award.

6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

8. The Recipient may, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to this agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award. If the Recipient does so, please insert in article 11 of this agreement the following information from subsection (a) below:

(a) Identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of this agreement.
These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FTA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2018 BUILD Transportation Discretionary Grants program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2018 BUILD Transportation Discretionary Grant, as set out below.

1. Instructions for Certification – First Tier Participants:
   a. The prospective first tier participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction
under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FTA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient
of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
As required by sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts, and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   “**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   “**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   “**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   “**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (*the “SAM”*) at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

   (1) Certify whether the entity has a Tax Delinquency; and

   (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

   (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

   (2) an entity provides an affirmative response to either certification in section 3; or

   (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

   (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

   (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

   (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

   (1) require the SAM check in section 2;

   (2) require the certifications in section 3;

   (3) include the prohibition in section 4; and
(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.
EXHIBIT E

RESPONSIBILITY AND AUTHORITY OF THE RECIPIENT

1. Legal Authority.
The Recipient affirms that it has the legal authority to apply for the grant, and to finance and carry out the proposed project identified in its Technical Application; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Recipient’s governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Recipient to act in connection with the application and to provide such additional information as may be required.

2. Funds Availability.
Recipient affirms that it has sufficient funds available for that portion of the project costs that are not to be paid by the Government. Recipient also affirms that it has sufficient funds available to assure operation and maintenance of items funded under this agreement that it will own or control.

Recipient will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this agreement without the written approval of the Government, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Recipient. The Recipient agrees that this will be done in a manner acceptable to the Government.

4. Accounting System, Audit, and Record Keeping Requirements.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that meets the requirements of 2 C.F.R. 200.301 – 200.303 and 2 C.F.R. 200 Subpart F and will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. §§ 7501-7507).

(b) The Recipient shall make available to the Government and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the Recipient that are pertinent to the grant. The Government may require that a Recipient conduct an appropriate audit. In any case in which an independent audit is made of the accounts of a Recipient relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
5. **Minimum Wage Rates.** It shall include, in all contracts in excess of $2,000 for work on any projects funded under this agreement that involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. § 3141, et seq.), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

6. **Engineering and Design Services.** It will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under the Brooks Act (40 U.S.C. §§ 1101-1104) or an equivalent qualifications-based requirement prescribed for or by the Recipient as approved by the Secretary.

7. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

8. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 C.F.R. Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 C.F.R. Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 C.F.R. Part 24.

9. **Disposition of Equipment.** If equipment acquired under this award is no longer needed for the project, the Recipient shall request disposition instructions from the Government.
EXHIBIT F

REIMBURSEMENT OF PROJECT COSTS

1. Under 2 C.F.R. 200.305(a) and (b)(3), the Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under this agreement and are allowable under the applicable cost provisions of 2. C.F.R. parts 200 and 1201. The Recipient shall submit electronic payment requests through the Electronic Clearing House Operation (“ECHO”).

2. If the Recipient submits a reimbursement request through ECHO, the Recipient shall retain supporting documentation and include cost details in the quarterly progress reports described in Exhibit H.

3. The Recipient shall retain documentary evidence of all obligations that are associated with the project and included in the total project costs, including those to be covered by local or state contributions. The Recipient shall submit requests for reimbursement based on cash flow needs. The Recipient shall include sufficient documentation in a reimbursement request to justify reimbursement of the Recipient, including invoices and proof of payment of an invoice. The Government may deny a reimbursement request if the Government determines that the request is not supported by sufficient documentation.

4. The Recipient shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

5. Any Federal funds not expended in conjunction with the Project will remain the property of the Government.

6. Financial Management System: By signing this agreement, the Recipient verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 2 C.F.R. Part 200. The Recipient’s failure to comply with these requirements may result in agreement termination.

7. Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., 2 C.F.R. Part 200, Subpart E. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this agreement.
EXHIBIT G

GRANT REQUIREMENTS AND CONTRACT CLAUSES

1. The Consolidated Appropriations Act, 2018 (Pub. L. 115-141, March 23, 2018), regarding National Infrastructure Investments (the “Act”) (referred to as “FY 2018 BUILD Transportation Discretionary Grants” ) requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code.

2. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. § 3145, the Department of Labor has issued regulations at 29 C.F.R. Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

3. Federal agencies providing grants, grant agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

4. For additional guidance on the wage rate requirements of the Act, contact your awarding agency. Recipients of grants, grant agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
EXHIBIT G1
TRANSPARENCY ACT AWARD TERM

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

   i. the total Federal funding authorized to date under this award is $25,000 or more;

   ii. in the preceding fiscal year, you received—

   (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal
Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [http://www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)

2. **Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:

   i. As part of your registration profile at [https://www.sam.gov](https://www.sam.gov).

   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. **Reporting of Total Compensation of Subrecipient Executives.**

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

   i. in the subrecipient's preceding fiscal year, the subrecipient received—

      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [http://www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)

2. **Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

   i. To the recipient.

   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. part 25:

   i. A Governmental organization, which is a State, local government, or Indian tribe;

   ii. A foreign public entity;

   iii. A domestic or foreign nonprofit organization;

   iv. A domestic or foreign for-profit organization;

   v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133,1 “Audits of States, Local Governments, and Non-Profit Organizations”).

   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

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1 The language of this Exhibit G1 is required by 2 C.F.R. 170.220. After that rule was issued, OMB Circular A-133 was superseded by 2 C.F.R. Part 200. See 2 C.F.R. 200.104.
4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):

   i. *Salary and bonus.*

   ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

   iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

   iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

   v. *Above-market earnings on deferred compensation which is not tax-qualified.*

   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.
EXHIBIT G2
Single Audit Information for Recipients of BUILD Transportation Discretionary Grant Funds

1. To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 C.F.R. Part 200 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of BUILD Transportation Discretionary Grant funds.

2. For recipients covered by the Single Audit Act Amendments of 1996 and the audit requirements of 2 C.F.R. Part 200, Subpart F recipients agree to separately identify the expenditures for Federal awards under the Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by 2 C.F.R. Part 200. This shall be accomplished by identifying expenditures for Federal awards made under the Act separately on the SEFA, and as separate rows under Item 6 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “FY 2018 BUILD -” in identifying the name of the Federal program on the SEFA and as the first characters in Item 6c of Part III on the SF–SAC.
EXHIBIT G3
SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER
REQUIREMENTS

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 C.F.R. 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

3. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
   a. A Governmental organization, which is a State, local government, or Indian Tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
e. A Federal agency, but only as a subrecipient under an award or subaward to a non-
Federal entity.

4. **Subaward:**

   a. This term means a legal instrument to provide support for the performance of any portion
   of the substantive project or program for which you received this award and that you as the
   recipient award to an eligible subrecipient.

   b. The term does not include your procurement of property and services needed to carry
   out the project or program (for further explanation, see 2 C.F.R. 200.330).

   c. A subaward may be provided through any legal agreement, including an agreement that
   you consider a contract.

5. **Subrecipient** means an entity that:

   a. Receives a subaward from you under this award; and

   b. Is accountable to you for the use of the Federal funds provided by the subaward.
A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

   (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

   (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

   (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

   (4) Any other criminal, civil, or administrative proceeding if:

      (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

   (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

B. [Reserved]
EXHIBIT H
QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:
FORMAT AND CONTENT

1. The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2018 BUILD Transportation Discretionary Grants program are to ensure that the project budget and schedule will be maintained to the maximum extent possible, that the project will be completed with the highest degree of quality, and that compliance with Federal regulations will be met.

2. The Recipient should develop a project reporting and tracking system to collect, assess and maintain project status information and data that is timely, independent, and accurate. This system should provide current information on project prosecution, progress, changes, and issues. This information should be used to identify trends and forecast project performance and to identify and proactively address challenges to eliminate major project surprises.

3. The need to continuously and accurately report cost increases; schedule changes; deficient quality items; and the causes, impacts, and proposed measures to mitigate these issues is paramount to effectively managing, administering, and protecting the public investment in the project. Any apparent reporting deficiencies or questionable data should be completely resolved. Ultimately, the Recipient and the USDOT must be fully aware of the complete status of the project, and therefore be in a position to take appropriate action if necessary.

4. The Recipient shall produce a quarterly cost, schedule, and status report. The Recipient shall immediately communicate significant issues occurring between quarterly report submittals without waiting for the next quarterly report submittal, with any highly significant or sensitive issues elevated immediately to the executive leadership.

5. Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget. The quarterly progress report described in this Exhibit H is approved under OMB Control No. 2105-0563.

6. The following list enumerates the required sections in the quarterly progress reports. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description, and where appropriate, drawings, of the items funded.

   (a) **Project Overall Status.** This section provides an overall status of the project’s scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work described in Attachment A, the schedule described in Attachment B, or the budget described in Attachment C.
(b) **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

(c) **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. In general, issues and administrative requirements that could have a significant or adverse impact to the project’s scope, budget, schedule, quality, safety, and/or compliance with Federal requirements should be included. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(d) **Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

(e) **Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.
(f) **Project Cost.** An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.

- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.

- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.

- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) **Federal Financial Report (SF-425).** The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at [http://www.whitehouse.gov/sites/default/files/omb/assets/grants_forms/SF-425.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/grants_forms/SF-425.pdf)

(h) **Certifications.** A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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</table>

**SUBJECT:** MEMORANDUM OF UNDERSTANDING

**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 MEMORANDUM OF UNDERSTANDING BETWEEN THE RTC, FIRSTMED HEALTH AND WELLNESS CENTERS, AND THE UNIVERSITY OF NEVADA, LAS VEGAS FOR THE TRIUMPH LV PROJECT, AS SELECTED FOR THE PUBLIC TRANSPORTATION INNOVATION PROGRAM DISCRETIONARY GRANT FUNDING, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

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

**FISCAL IMPACT:**
None by this action

**BACKGROUND:**
The Regional Transportation Commission of Southern Nevada’s (RTC) TRIUMPH LV project was selected by the Federal Transit Administration (FTA) for discretionary grant funding under the Public Transportation Innovation Program (49 U.S.C. 5312). The project’s purpose is to design and implement a training and education program provided by law enforcement partners for transit operators, security contractors, and RTC employees to better identify the signs of human trafficking. This includes victims who are utilizing transit; help support designated safe places; and help victims reach a safe haven where they can receive comprehensive trauma-informed, wrap-around services through partnership with FirstMed Health and Wellness Centers (FirstMed). The University of Nevada, Las Vegas School of Criminal Justice will evaluate the project by tracking the outcomes, return on investment, and lessons learned for other transit authorities and community stakeholders. The project will also include a public awareness campaign throughout the RTC transportation system for maximum outreach. The attached Memorandum of Understanding outlines the responsibilities of each partner before the project commences and receives federal grant funding.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

RTC Item #45
May 21, 2020
Consent
INNOVATIONS IN TRANSIT PUBLIC SAFETY GRANT
MEMORANDUM OF UNDERSTANDING
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
AND
FIRSTMED HEALTH & WELLNESS CENTERS
AND
UNIVERSITY OF NEVADA, LAS VEGAS CRIMINAL JUSTICE DEPARTMENT

This Memorandum of Understanding (“MOU”) is made and entered into this 21st day of May, 2020, by and between the Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada, with offices at 600 S. Grand Central Parkway, Suite 350, Las Vegas, NV (“Project Sponsor”) and the project partners (“Partners”): FirstMed Health & Wellness Centers (FirstMed) and University of Nevada, Las Vegas Criminal Justice Department (UNLV). Both Project Sponsor and Partners may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

A. WHEREAS, in May 2019 the Project Sponsor submitted a project application (“Project”) for the Innovations in Transit Public Safety Grant (“Grant”) from the Federal Transit Administration (“FTA”); and

B. WHEREAS, the purpose of the Project is to allow the RTC to create a training program led by local law enforcement for bus drivers and transit ambassadors to better identify the signs of human trafficking, designate safe places for victims to receive assistance, and help victims reach a safe haven where they can receive services including emergency housing, medical and behavioral support and victim advocacy; and

C. WHEREAS, in January 2020, the FTA awarded the Project Sponsor $160,000 for the Project; and

D. WHEREAS, in anticipation of the Grant award, the Project Sponsor agrees to administer any such grant to be signed by it for the Project pursuant to the terms and conditions set forth in the Grant agreement and in accordance with the Project Description, Project Responsibilities, Project Budget, Project Schedule, set forth herein; and

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

AGREEMENT

1. Project Description

Human trafficking is a form of modern day slavery that involves the use of force, fraud, or coercion to obtain labor or a commercial sex act; and the commercial sexual exploitation of children under any circumstances. Globally, it is estimated that as many as 24.9 million men, women, and children are exploited in various forms of contemporary slave-like practices. Human trafficking flourishes as a business as a result of the lucrative profits it
generates—approximately $150 billion annually worldwide. Traffickers rely on the transportation industry in every phase of human trafficking: for recruitment, moving and controlling victims, and for delivering victims to buyers. In the United States, victims are being trafficked by cars, vans, buses, airplanes, subways, trains, taxis, rideshares, and cruise ships.

The National Human Trafficking Hotline ranked Nevada seventh in the number of trafficking cases reported by state. Since 2007, the National Sex Trafficking Hotline has received more than 2,200 calls pertaining to Nevada, leading to more than 1,200 trafficking victims identified, including children.

The RTC will receive a $160,000 Innovations in Transit Public Safety Grant from the Federal Transit Administration (FTA) that will support a number of local, state and regional efforts to combat human trafficking. The grant will allow the RTC to create a training program led by local law enforcement for bus drivers and transit ambassadors to better identify the signs of human trafficking, designate safe places for victims to receive assistance, and help victims reach a safe haven where they can receive services including emergency housing, medical and behavioral healthcare support, and victim advocacy.

The projected output will last well beyond the life of the project as campaign materials such as bus wraps, posters, brochures, bus shelter ads and building wraps will continue to exist and stay in place even after the 12-month project period. Any collateral advertising costs beyond the project period will be paid by RTC as out-of-pocket expenses. Employees who will be trained on human trafficking awareness will always have the knowledge with them once they complete the training. All training sessions will be recorded and will be part of RTC’s training materials library and will be part of the training curriculum for new hires. The videotaped sessions will also be shared with RTC’s partners, including the transit operator contractors, security personnel contractors, FirstMed and the Las Vegas Metropolitan Police Department Human Trafficking Task Force Education and Outreach Committee.

Two hours of training on identifying human trafficking red flags, domestic violence, and abuse situations will be conducted. The violence identification and prevention program will be developed with experts in the field of crime and victimization including criminal justice professionals from UNLV and Metro. The Nevada Coalition to Prevent the Commercial Sexual Exploitation of Children relied on experts from all parts of the government and the public to create a strategic plan and toolkit to address trafficking.

Training outcomes will be evaluated in pre- and post-test formats, quantifying increases in knowledge, confidence and preparedness. New to the training described above will be the development and evaluation of protocol and decision matrices specifically for RTC employees intervening with victims. Initiating conversations with victims can put the victim and employee at risk. Protocols will distinguish between building rapport with victims and critical incident responses. RTC will work with community partners to develop response policies that enhance security for drivers, which will be evaluated, and employees will be asked if they feel supported when they call and report incidents. This grant will allow for the evaluation of current RTC policies on how to respond to critical incidents, success with calls for assistance, and strategies for managing interruption in services. Data will be tracked through surveys distributed to employees and reviews of RTC calls and reports. Outcomes will include demonstrated increase in knowledge about trafficking, familiarity
Human trafficking prevention will be addressed by the following elements adapted from Polaris Project recommendations. Polaris designs and implements data-driven strategies to prevent and disrupt human trafficking and restore freedom to survivors (https://polarisproject.org).

- **Prevention-Based Materials at Transit Hubs**: Materials will focus on prevention education and include RTC’s hotline, FirstMed’s hotline, a tip to call 911, as well as language around how to request a “safe space”. Information will be prominently displayed and include transit center and other public-use facility mounted posters, building wraps, and brochures.

- **Transit/Paid Media Advertising and Outreach**: Includes a full 40’ bus wrap, king-size wraps for 26’ paratransit buses, English/Spanish bus shelter ads, and human trafficking informational posters in public transit vehicles, transit centers, and FirstMed clinics.

- **Anti-Trafficking and Demand Reduction Policy**: Anti-human trafficking efforts are integrated into organizational policy initiatives. RTC’s policy and protocols allow frontline employees “to see something and say something” and prohibit employees from using the company’s services, work time, or vehicles to facilitate or aide in human trafficking or to procure commercial sex. Human trafficking reporting will be added to current policy.

- **Transit Professional Training**: Training modules will be created in collaboration with anti-trafficking organizations and survivors; training will include trafficking indicators and how to initiate protocol once a situation is suspected.

- **Survivor Centered, Trauma-Informed Response Protocols**: FirstMed’s comprehensive trauma-informed, wrap-around services will help heal and stabilize victims, reducing the likelihood of repeat victimization.

RTC will provide increased educational opportunities through industry education and training to all transportation professionals on how to recognize basic red-flag indicators of human trafficking, how to report potential cases, and how to recognize potential dangers and safety issues they may encounter when observing human trafficking. RTC will also take steps to raise awareness of this issue through a public awareness and prevention campaign that reaches beyond the transportation workforce to engage the entire bus-riding public in the fight against human trafficking.

RTC will build a collaborative network of transportation stakeholders by assessing program impact, producing and sharing data, communicating results and best practices to maximize the collective impact on human trafficking. Other tangible outputs include the creation of human trafficking training module tailored to transportation professionals, in collaboration with Las Vegas Metro’s Southern Nevada Human Trafficking Task Force, which can be used in other jurisdictions.
2. **Project Responsibilities** – The parties agree to the following responsibilities:

**Regional Transportation Commission of Southern Nevada** (Project Sponsor) will:
- Coordinate with local law enforcement to set up trainings for transit agency staff and all transit and security contractors via “train the trainer” program.
- Initiate a transit advertising campaign roll-out, including full wrap for a 40’ bus, king-size wraps for 26’ paratransit buses, English/Spanish bus shelter ads, human trafficking informational posters on public transit vehicles and transit centers, building advertising wraps and brochures for distribution at various transit locations and FirstMed facilities.
- Participate in National Human Trafficking Prevention month in January 2021 with a social media and digital marketing campaign.

**FirstMed** (Partner) will
- Provide comprehensive, trauma-informed, wrap-around services. When a victim of human trafficking requests a “safe space” in a transit vehicle or facility, protocols will be followed to get them to FirstMed for services. Depending on the victim’s status, law enforcement may be contacted initially for de-escalation so the victim, general public and/or RTC team member are made safe. With the victims consent, they will be on-boarded to FirstMed, either directly or via law enforcement. A physical and psychological evaluation will take place, including a drug panel so that the medical team knows if there are compounding issues such as substance abuse.

**University of Nevada, Las Vegas Criminal Justice Department** (Partner) will:
- Provide data analysis and quantitative performance measures. The University of Nevada, Las Vegas Criminal Justice research team will evaluate the program. The team will evaluate the integrity of the training prepared, whether the training is meeting the learning goals, and will gather data on the success of implementing the protocol for responding, which will rely on information from RTC about calls made for assistance by contractors and/or employees, as well as through qualitative interviews of RTC and community stakeholders. Evidence of effectiveness and suggestions for modifications, if required, will be presented by the evaluators.

3. **Project Budget**

$160,000.00 (Federal Share)
$ 40,000.00 (Local Share)
$ 40,000.00 (FirstMed in-kind contribution, wrap around services)
$240,000.00 (Total)
4. Project Schedule

*Project timeline is tentative and contingent upon receiving FTA approval.

I. Memorandum of Understanding, May 2020

II. RTC employees to attend training with Metro (151 employees, 2-hour Metro recommended training), July 1, 2020 – September 30, 2020

III. Security company employee training with Metro (200 employees, 2-hour Metro recommended training), July 15, 2020 – September 30, 2020

IV. Fixed Route transit operators training with Metro (1,000 employees two contractors, mandated minimum 3-hour training), July 15, 2020 – September 30, 2020

V. Data analysis and quantitative performance measures, May 18, 2020 – June 30, 2021

VI. Comprehensive, trauma-informed, wrap-around services, September 1, 2020 – June 30, 2021

VII. Transit Advertising, October 1, 2020 – December 31, 2020

VIII. Paid Media Advertising – National Human Trafficking Prevention Month, January 2021 – January 2021

5. FUTURE AGREEMENT – The PARTIES agree to enter into a formal agreement between the PARTIES identifying all necessary terms and conditions for the completion of the PROJECT by May 8, 2020.

[SIGNATURE PAGE FOLLOWS]
BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth herein and have caused their duly authorized representatives to execute this MOU.

Executed this 21st day of May, 2020.

Regional Transportation Commission of Southern Nevada

___________________________
Lawrence L. Brown, III
Chairman

EXECUTION BY PROJECT PARTNERS

FirstMed Health & Wellness Centers

___________________________
Angela Quinn
Chief Executive Officer

University of Nevada, Las Vegas

___________________________
Dr. Alexis Kennedy
Criminal Justice Associate Professor
# REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

## AGENDA ITEM

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

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>BOULDER HIGHWAY MULTIMODAL TRANSPORTATION INVESTMENT STUDY</th>
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<tbody>
<tr>
<td>PETITIONER:</td>
<td>M.J. MAYNARD, CHIEF EXECUTIVE OFFICER  REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
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<tr>
<td>RECOMMENDATION BY PETITIONER:</td>
<td>THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ACCEPT A FINAL REPORT ON THE BOULDER HIGHWAY MULTIMODAL TRANSPORTATION INVESTMENT STUDY (FOR POSSIBLE ACTION)</td>
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<td>GOAL:</td>
<td>ENHANCE MOBILITY BY IMPROVING TRANSPORTATION CHOICES AND FACILITATING MULTI-MODAL CONNECTIVITY</td>
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### FISCAL IMPACT:

None by this action

### BACKGROUND:

The Unified Planning Work Program includes the Boulder Highway Multimodal Transportation Investment Study (Study). In partnership with the Nevada Department of Transportation, Cities of Henderson and Las Vegas, Clark County and other key stakeholders, the Regional Transportation Commission of Southern Nevada (RTC) completed a three-year-long study to determine the level of community support and desired design concepts for the Boulder Highway 15.3-mile segment between Charleston Boulevard and Wagonwheel Drive.

The purpose of this Study was to develop a plan that would identify and analyze potential improvements to Boulder Highway. The Study also evaluated the impact on traffic operations along Boulder Highway resulting from possible major developments on adjacent land.

The Study is complete, and the Executive Summary is attached. The Final Report is available at [https://www.rtcnsnv.com/projects-initiatives/transportation-planning/planning-studies-reports/](https://www.rtcnsnv.com/projects-initiatives/transportation-planning/planning-studies-reports/)

Respectfully submitted,

CRAIG RABORN
Director of Metropolitan Planning Organization

**RTC Item #46**
May 21, 2020
Non-Consent
Regional Transportation Commission
AGENDA ITEM DEVELOPMENT REPORT

<table>
<thead>
<tr>
<th>Agenda Item Recommendation (as submitted):</th>
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<tr>
<td>THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ACCEPT A FINAL REPORT ON THE BOULDER HIGHWAY MULTIMODAL TRANSPORTATION INVESTMENT STUDY (FOR POSSIBLE ACTION)</td>
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</table>

| Date: 04/16/2020 | Staff |

**Discussion:** The 2016 Unified Planning Work Program included the Boulder Hwy Multimodal Transportation Investment Study. In partnership with the Nevada Department of Transportation, Cities of Henderson and Las Vegas, Clark County and other key stakeholders, the Regional Transportation Commission of Southern Nevada (RTC) completed a three-year-long study to determine the level of community support and desired design concepts for the Boulder Highway 15.3 mile segment between Charleston Boulevard and Wagonwheel Drive.

The purpose of this study is to develop a plan that would identify and analyze potential improvements to Boulder Highway. The intention of these improvements is to improve safety for all modes of travel along the corridor by transforming the character of Boulder Highway from a corridor designed for vehicle travel to an urban corridor able to support and encourage all modes of transportation. The report also identifies overall transportation system and safety improvements and cost estimates. Special consideration is given to technology solutions specifically suited to the corridor. The study also evaluates the impact on traffic operations along Boulder Highway resulting from possible major developments on adjacent land.

The study process started in the spring of 2017 involving several technical and stakeholder meetings, one-on-one meetings with stakeholders, and three rounds of public input. The last Boulder Highway Technical/stakeholder meeting on March 12, 2019 approved the concept and implementation plan. Following the Boulder Hwy concept design and implementation plan approval, it has been shared with stakeholders, general public, businesses in the Boulder Highway corridor and local jurisdiction boards and commissions for any final questions and comments. During this final consultation period between February 2019 and December 2019, the Boulder Highway design concept received approval and support to move forward.

The study is complete, and the summary of findings are attached and the final study document will be available at [www.rtcsnv.com](http://www.rtcsnv.com).

| Advisory Action: | Approval ☒ Disapproval ☐ Hold Item ☐ |

**Meeting Date:** 04/30/2020  Executive Advisory Committee

**Discussion:**

| Advisory Action: | Approval ☐ Disapproval ☐ Hold Item ☐ |

* Conditions (if applicable)
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.
Boulder Highway, or State Route 582, is a major 15.4-mile-long arterial located on the east side of the Las Vegas Valley. The highway was built in 1931 and the original purpose was to connect the Five Points area, which is at Charleston Boulevard and Fremont Street intersection near Downtown Las Vegas, to Railroad Pass in Henderson and later extended to provide access for the construction of the Hoover Dam. Development over the years along the highway was auto-oriented and has created a corridor that encourages high-speed travel. The roadway’s expansive footprint also contributes to high speeds and an elevated number of crashes and pedestrian fatalities. In September 2015, the Southern Nevada Pedestrian Safety Task Force raised awareness of this problem and recommended that the reasons for these fatalities on Boulder Highway be examined.

The purpose of the Boulder Highway Multimodal Corridor Investment Study is to develop a plan that would identify and analyze potential improvements to Boulder Highway. The intention of these improvements is to improve safety for all modes of travel along the corridor by transforming the character of Boulder Highway from a corridor designed for vehicle travel to a urban corridor able to support and encourage all modes of transportation. This report shows how the Boulder Highway can be re-imagined and by allocating the right-of-way based on the needs of all users. The report also identifies overall transportation system and safety improvements and cost estimates. Special consideration is given to technology solutions specifically suited to the corridor. The study also evaluates the impact on traffic operations along Boulder Highway resulting from possible major developments on adjacent land.

The Boulder Highway Multimodal Transportation Investment Study (MTIS) is a coordinated effort among many local agency staff, elected officials, business owners, advocacy groups, and other stakeholders who actively participated in the development of this study under the leadership of the Regional Transportation Commission of Southern Nevada (RTC) and Nevada Department of Transportation (NDOT).

A Technical Advisory Committee (TAC) was created with representatives from partner agencies, the Boulder Highway Coalition, Town Board representatives, and major businesses along the corridor. Stakeholder engagement was supported by an extensive public outreach effort. Stakeholders and the public were actively engaged in a six-step process that corresponded to phases, decision points, and outcomes along the way.
GOALS AND VISION

The first step in the process focused on identifying the important issues, the biggest challenges, and the stakeholder aspirations to create a livable corridor. Through open conversations, stakeholders identified what will make this plan successful, which ultimately led to defining the goals shown in Figure ES.1.

These goals are an indication that mere safety improvements are not sufficient. Reliable and timely access to services, employment centers, and educational opportunities is needed to enhance the economic outlook of the corridor.

To determine changes needed on the current Boulder Highway transportation infrastructure and supporting policies and strategies to accomplish the goals, the stakeholders took a deep look into what the future might look like and developed a vision for the corridor. The 15.4-mile long corridor Boulder Highway traverses many communities with different contexts. The six character areas shown in Figure ES.2 were defined for the Boulder Highway study area based on land use context categories.

For each segment of the corridor stakeholders anticipated changes to the current land use composition and build form. These changes are envisioned to be supported by a multimodal boulevard that maintains consistency through the entire length while using design elements to distinguish context areas. Five options were developed by the stakeholders to convey their vision for the corridor.

CURRENT PROBLEMS

Identifying the problems Boulder Highway faces today that might prevent the communities from accomplishing the goals and corridor vision is the starting point in developing solutions. The data collected, and the analysis of the existing conditions led to the development of clear and straightforward problem statements that are linked directly with the identified goals.

Managing Walking Distances. The configuration of Boulder Highway and the long distances of buildings from the pathways discourage the use of crosswalks.

Infrastructure Continuity, ADA Accessibility, and Sidewalk Design. Lack of sidewalk continuity, ADA Accessibility, and poor sidewalk design from the age of this corridor contribute to increased pedestrian travel time between destinations and make pedestrian journeys along the corridor difficult.

Ease of Street Crossing. Pedestrians have difficulty negotiating large, complex intersections and crossing the street at controlled and uncontrolled locations.

Lack of Roadway Pedestrian-Scale. This is observed along the entire corridor and is more critical in areas with high pedestrian activity. The ample ROW promotes high vehicular speed and low reaction time, which has resulted in higher numbers of fatal accidents and serious injuries.

Transit Trip Reliability. People count on reliable transit to get where they need to be within an expected period of time. Factors identified to have a large impact on transit trip reliability include: inconveniently low frequency on crossing/connecting bus routes, long street crossing distances, and long signal cycle lengths that increase pedestrian delay.

Limited Transit Stop Amenities. Transit stops do not fully serve travelers' needs and have limited amenities.

Exposure to Climate Events. People walking and bicycling are more vulnerable to the effects of climate and weather while traveling.
**Access to Desired Uses.** Access to desired uses is challenging for pedestrians, bicyclists, and transit users because of long distances from transit stations and pedestrian and bicycle facilities.

**Inconsistent Lighting and Insufficient Visibility.** Lighting is not consistent along the corridor. While many signalized intersections have sufficient lighting, this is not the case away from these locations. This situation places alternative modes at a disadvantage compared to vehicular traffic.

**Access Management and Driveways.** Closely spaced driveways increase the number of conflict points for vehicles, pedestrians, and bicyclists.

**Side Street Access.** While the corridor favors traffic progression along Boulder Highway, analysis indicates that the predominant trips on this corridor are from local side streets. This results in challenges making right turns from side streets and creates operational challenges at skewed intersections.

The corridor vision developed by the stakeholders and the identified problems guided the process of developing a tool box of solutions for pedestrian and bicycle facilities, transit, demand management, and lighting. These solutions were methodically integrated into a series of options that were evaluated based on the established goals and led stakeholders to the development of a preferred concept.
The proposed concept aims at transforming Boulder Highway into a boulevard. Boulevards are tree-lined roadways that utilize medians, landscaping and other streetscape features to separate the modes of transportation. Through separating modes, the concept will repurpose existing street space to accommodate a more efficient means of transportation and increase accessibility to locations along the corridor. The concept is a traditional boulevard that maintains the existing minimum 178-foot-right-of-way and utilizes these features to separate realms for higher speed through vehicular traffic and slow-paced vehicular-bicycle-pedestrian movements as shown in Figure ES.3.

The distinct transportation realms provide a high degree of flexibility, offering the local agency stakeholders the opportunity to configure the spaces within the realms in a manner that is best suited for their existing or future uses while maintaining a level of consistency along the 15.4 mile corridor.

The through realm is located in the center of the roadway and is designed for two lanes of traffic and a center running transit lane for the entire length of the corridor. The proposed concept aims at implementing a system that would potentially meet the requirements of Bus Rapid Transit (BRT) and allowing flexibility for other types of transit vehicles, such as rail. Medians and center stations will provide traffic calming effects and allow for shorter crossing distances from the pedestrian realm. Narrower travel lane widths can also be implemented to further reduce vehicular speed and crossing distances which will improve pedestrian safety in the corridor. Investment in ITS infrastructure and implementation of several ITS strategies will be integrated with this concept to improve travel reliability for vehicular traffic on the corridor.

The pedestrian realm is a slower speed zone on both sides of the roadway and intends to increase the safety and security of pedestrians and cyclists, comfort, and improve access to desired land uses. This realm supports land uses and activities that are conducive to transit and increases accessibility for alternative modes. In return, increased accessibility will help raise property values and attract new
development along the corridor. The reconfiguration of
the corridor will allow for addressing all ADA deficiencies
through the design process by implementing the most
current design standards. The traditional boulevard
concept shown in Figure ES 3 includes dual cycle tracks,
wide sidewalks, pedestrian scale lighting and landscaping
or linear parks. This concept can be easily transformed
into a multiway boulevard concept by reconfiguring the
pedestrian realm to incorporate access lanes, as shown
in Figure ES 4. The access lanes can be utilized to address
access management issues arising from closely spaced
driveways or where additional capacity is needed.

The concept also recommends pedestrian crossings
every ¼ to ½ mile and light-emitting diode (LED) corridor
wide lighting and smart lighting for the entire length
of the corridor. The increased frequency will reduce the
need for pedestrians to cross at undesignated locations
reducing the potential for crashes LED roadway lighting
and pedestrian-scale lighting will improve uniformity,
eliminate dark spots and enhance pedestrian visibility
at night. Smart lighting, designed to increase brightness
in presence of pedestrians, will be incorporated at the
pedestrian crossing locations and transit stations.

The proposed concept that encourages mixed-use
development, parks and open space, and changes in built
form are envisioned to promote the use of alternative
tavel modes, maintain vibrancy of the corridor, and
improve quality of life.

IMPLEMENTATION PLAN

The implementation of the proposed concept will require
continuous involvement of state and local agencies, as
well as the stakeholders along the corridor. As part of
this plan a policy framework was developed to make
the implementation of this plan feasible. This framework
includes the plan components, implementation phasing,
steps to be taken to implement this plan, and associated
costs of implementing identified components of this
plan. The implementation of the proposed concept of
Boulder Highway will be conducted in three phases: Early
Action, Phase I, and Phase II, offering the flexibility of
implementing the concept in sections depending on the
amount of funding available at a point in time.

![EARLY ACTION ITEMS (0 to 2 years)](image)

**Estimated Cost = $16M**

**FIGURE ES.5 EARLY ACTION PHASE IMPROVEMENTS AND COST ESTIMATE**
The Early Action Phase will address safety issues of high importance in the corridor and will set the stage for the subsequent implementation phases. Figure ES.5 shows the improvements proposed for this phase.

Phase I will focus on implementing Complete Streets improvements in the proposed concept. During this phase, the transit vehicles will operate in dedicated side running guideway which will use the space that is ultimately dedicated for bicycles until Phase II. Figure ES.6 shows the improvements proposed for this phase.

Phase II focuses on implementing the remaining components of the ultimate concept, including the center-running BRT, conversion of side-running transit lane to cycle track, and deployment of Connected Vehicles and Autonomous Vehicles (CVAV). Figure ES.7 through Figure ES.11 show some visual examples of how the concept can be implemented along the corridor.
PHASE 2 - ULTIMATE (Option 1 - over 5 years)  

Estimated Cost = $40M

FIGURE ES.7 PHASE 2 IMPROVEMENTS AND COST ESTIMATE

FIGURE ES.8 ULTIMATE CONCEPT - TWO GENERAL PURPOSE LANE WITH ACCESS LANE LAYOUT
FIGURE ES.9  ULTIMATE CONCEPT - TWO GENERAL PURPOSE LANE WITH ACCESS LANE LAYOUT

FIGURE ES.10  ULTIMATE CONCEPT - TWO GENERAL PURPOSE LANE LAYOUT
FIGURE ES.11 ULTIMATE CONCEPT – THREE GENERAL PURPOSE LANES LAYOUT
PUBLIC FEEDBACK

Stakeholders, property owners, and members of the community were asked to rate each solution with a thumbs up, thumbs down, or neutral response. Results of the public feedback are shown in Figure ES.12 below.

In the final phase of the public engagement stakeholders, property owners and members of the community were asked to review the plan with included costs and phasing and provide general feedback. Approximately 86.6% of participants on the public engagement events had a positive feedback on the plan and 8% had a neutral response.

This study is only the first step in improving safety and reliability, supporting a transit culture, and promoting the economic redevelopment. It is important to focus on accomplishing the ultimate goals identified in this study. Government agencies, led by the RTC, continue to work toward identifying funding sources that will make this vision a reality.

FIGURE ES.12 PROPOSED CONCEPT AND PUBLIC FEEDBACK
This plan is jointly sponsored by the Regional Transportation Commission of Southern Nevada (RTC) and the Nevada Department of Transportation (NDOT) with the support of the City of Henderson (COH), Clark County (CC), and the City of Las Vegas (CLV). This plan is the result of dedication and effort from many stakeholders. Without their support, this study would not have been possible. The RTC, on behalf of leading agencies, is grateful for their participation and would like to thank those who contributed in developing this plan.

**ACKNOWLEDGEMENTS**

This plan is jointly sponsored by the Regional Transportation Commission of Southern Nevada (RTC) and the Nevada Department of Transportation (NDOT) with the support of the City of Henderson (COH), Clark County (CC), and the City of Las Vegas (CLV). This plan is the result of dedication and effort from many stakeholders. Without their support, this study would not have been possible. The RTC, on behalf of leading agencies, is grateful for their participation and would like to thank those who contributed in developing this plan.

**PARTNER AGENCIES**

- **RTC**
  - MJ Maynard
  - Tina Quigley (ret.)
  - David Swallow
  - Angela Castro
  - Craig Raborn
  - Raymond Hess
  - Mohammad Farhan
  - RTC Project Manager
  - Sue Christiansen
  - Catherine Lu
  - Daniel Fazekas
  - Nathan Goldberg
  - Joe Damiani
  - Ron Floth
  - John Penuelas
  - Raymond Hess (previously with)

- **NDOT**
  - Kristina Swallow
  - Tracy Larkin
  - Sondra Rosenberg
  - P.D. Kiser (ret.)
  - Lori Campbell
  - Michelle Castro
  - Coy Peacock (ret.)
  - Baillie Sproul
  - Chruszhet Ledesma

- **City of Henderson**
  - Mayor Debra March
  - Councilwoman Gerri Schroder
  - Councilwoman Michelle Romero
  - Robert Herr
  - Alyssa Rodriguez
  - Stephanie Garcia-Vause
  - Shari Ferguson
  - Lisa Corrado
  - Andrew Powell
  - Timothy Buchanan
  - Erin Reiswerg
  - Scott Jarvis
  - Ed McGuire
  - Tom Davie

- **RTC FAST**
  - Brian Hoeft
  - Walt Wodrazka
  - David Crisler

- **Clark County**
  - Commissioner James Gibson
  - Commissioner Tick Segerblom
  - Denis Cederberg
  - Nancy Amundsen
  - Blanca Vazquez
  - Tamara Williams
  - Shane Ammerman
  - Paul Doerr
  - Herbert Arnold
  - Randy Tarr
  - Kaizad Yazdani

**OTHER STAKEHOLDERS**

- Erin Breen—UNLV’s Vulnerable Road Users Project
- Nikolas Jones—Las Vegas Metropolitan Police Department
- Matt Shake—Las Vegas Metropolitan Police Department
- Heidi Straif—Las Vegas Metropolitan Police Department
- Vince Cannito—Las Vegas Metropolitan Police Department
- Sgt. Harry Demetres—Las Vegas Metropolitan Police Department
- Mauricia Baca—Outside Las Vegas Foundation
- Jeanne Marsala—Safe Kids
- Bill Redfearn—Fatal Investigator

- Sgt. Jeff Ritcher—Las Vegas Metropolitan Police Department
- Maggie Saunders—Penna Powers
- Doa Meade—Las Vegas Valley Water District
- Edward Appleyard—Eastside Cannery
- John Arto—Golden Entertainment
- Keely Brooks—Southern Nevada Bicycle Coalition
- Ken Evans—Urban Chamber of Commerce
- Julie Gallagher—Department of Public Safety
- Steve Parrish—Clark County Regional Flood Control District
ACKNOWLEDGEMENTS

OTHER STAKEHOLDERS (CONTINUED)

Judy Stokey—NV Energy
Laura Gryder—UNLV School of Medicine
Mike Guzman—Station Casino
Justin Harrison—Las Vegas Metro Chamber of Commerce
Kimberly King—Golden Entertainment
Daniel Lake—Dignity Health
Zachary Marsh—Las Vegas Metro Police Department
Erin McMullen—Boyd Gaming

Gerry Ramirez—Whitney Town Board
Rick Skipton—Southern Nevada Bicycle Coalition
Rick Smith—Henderson Chamber of Commerce
John Sou—Boyd Gaming
Traci Traasdahl—Clark County School District
Sonny Vinuya—NSA Bank
Kevin Williams—Sams Town

CONSULTANT’S TEAM

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Harshal Desai
Danja Petro, Atkins’ Project Manager
Kondala Mantri
Devin Louie
Andrew Iltis (previously with)
Jim Hanson (previously with)
Ati Abad
Emily Kubovchik (previously with)
Angelo Spata (previously with)
Scott Kigore

JABarrett Company
Jacob Snow
Ericka Aviles Consulting

MIG Inc.
Jay Renkens
Cole Gehler
Samantha Sutter (previously with)
Elly Brophy
GOALS

- Provide safe non-motorized travel
- Improve vehicle safety
- Support economic re-development
- Support transit culture
- Reliable movement of people on the corridor
SEGMENT 1
Wagonwheel Dr to Palo Verde Dr
City of Henderson
2.57 miles

SEGMENT 2
Palo Verde Dr to Water St
City of Henderson
2.00 miles

SEGMENT 3
Water St to Tulip Falls
City of Henderson
2.57 miles

SEGMENT 4
Tulip Falls to Tropicana Ave
Clark County
2.20 miles

SEGMENT 5
Tropicana Ave to I-515
Clark County
3.25 miles

SEGMENT 6
I-515 to Charleston Blvd
City of Las Vegas
2.15 miles

COMMUNITY FEEDBACK

Issues & Priorities
1,700 surveys

Draft Concept
1,922 surveys
80% approval

Final Concept & Phasing
504 open comments
87% approval
FINAL CONCEPT

PROJECT COST

$145 Million
for
15 miles
of reconstruction
STEPPS TO COMPLETION

- Report Finalized April 2020
- RTC Board May 2020
- Jurisdiction Receives Report
- Jurisdiction Implements Report
SUBJECT: TENTATIVE BUDGET PRESENTATION – FISCAL YEAR 2021

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 A PRESENTATION ON THE TENTATIVE BUDGET FOR FISCAL YEAR 2021 (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:

None by this action

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) Tentative Budget for the Fiscal Year 2021 was filed on April 10, 2020, with the Nevada Department of Taxation and the Clark County Clerk’s Office. The Tentative Budget has been on record at the RTC and the Clark County Clerk’s Office for review by the public since April 10, 2020. The document includes the budget for all agency funds.

This presentation will be followed by a public hearing on the Tentative Budget, and then the RTC Board of Commissioners will be asked to adopt the Tentative Budget as the Final Budget for Fiscal Year 2021.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

RTC Item #47
May 21, 2020
Non-Consent
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT:  PUBLIC HEARING FOR TENTATIVE BUDGET – FISCAL YEAR 2021

PETITIONER:  M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGионаl TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC)
CONDUCT A PUBLIC HEARING ON THE TENTATIVE BUDGET FOR FISCAL YEAR 2021
(FOR POSSIBLE ACTION)

GOAL:  SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF
SYSTEMS AND ROUTES

FISCAL IMPACT:
None by this action

BACKGROUND:
The Regional Transportation Commission of Southern Nevada (RTC) Tentative Budget for the Fiscal Year 2021 was filed on April 10, 2020, with the Nevada Department of Taxation and the Clark County Clerk’s Office. The Tentative Budget has been on record at the RTC and the Clark County Clerk’s Office for review by the public since April 10, 2020. The document includes the budget for all agency funds.

Nevada Revised Statute 354.596 requires that a public hearing on the Tentative Budget be held not sooner than the third Monday in May and not later than the last day in May. Therefore, the RTC Board of Commissioners (Board) is being asked to conduct a public hearing on the Tentative Budget at this time. The RTC Department of Finance staff is available to answer any questions the Board may have.

Respectfully submitted,

____________________________
M.J. MAYNARD
Chief Executive Officer

RTC Item #48
May 21, 2020
Non-Consent
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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<tr>
<td>SUBJECT: FINAL BUDGET - FISCAL YEAR 2021</td>
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<td>PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER</td>
<td></td>
<td>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
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<td>RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADOPT THE FINAL BUDGET FOR FISCAL YEAR 2021 AND DIRECT THE DEPARTMENT OF FINANCE TO TRANSMIT THE FINAL BUDGET AS ADOPTED TO THE NEVADA DEPARTMENT OF TAXATION (FOR POSSIBLE ACTION)</td>
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<td>GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES</td>
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</table>

FISCAL IMPACT:

Upon adoption of this Final Budget, the expenditures as detailed will be appropriated for the purposes indicated for Fiscal Year 2021.

BACKGROUND:

Nevada Revised Statute 354.596 requires submission of the Final Budget to the Nevada Department of Taxation on or before June 1. Further, adoption of the Final Budget must be preceded by a public hearing on the Tentative Budget, held not sooner than the third Monday in May and not later than the last day in May.

Once adopted, the Final Budget becomes the legal financial operating plan for the Regional Transportation Commission of Southern Nevada (RTC). Therefore, the RTC Board of Commissioners is being asked to adopt the Fiscal Year 2021 Final Budget, as prescribed by law, as the financial operating plan for the fiscal year beginning July 1, 2020.

Respectfully submitted,

[Signature]
M.J. MAYNARD
Chief Executive Officer

RTC Item #49
May 21, 2020
Non-Consent
Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7937

Regional Transportation Commission of Southern Nevada herewith submits the (FINAL) budget for the fiscal year ending June 30, 2021

This budget contains 6 funds, including Debt Service. None of the funds require property taxes.

This budget contains 5 governmental fund types with estimated expenditures of $440,364,797 and 1 proprietary funds with estimated expenses of $276,653,776

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

I ____________________________

(Print Name)

Chief Executive Officer

certify that all applicable funds and financial operations of this Local Government are listed herein

Signed ____________________________

Dated: ____________________________

APPROVED BY THE GOVERNING BOARD

SCHEDULED PUBLIC HEARING:

Date and Time May 21, 2020, 8:45 a.m. Publication Date May 12, 2020

Place: Clark County Commission Chambers 500 S. Grand Central Parkway Las Vegas, Nevada 89155 & YouTube Livestream
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### Full Time Equivalent Employees by Function

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<th>Function</th>
<th>Actual PRIOR YEAR ENDING 06/30/19</th>
<th>Estimated CURRENT YEAR ENDING 06/30/20</th>
<th>Budget Year ENDING 06/30/21</th>
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<td>Other</td>
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<td><strong>TOTAL</strong></td>
<td>351.0</td>
<td>370.5</td>
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* Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.

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**Regional Transportation Commission of Southern Nevada**

(Local Government)

**Schedule S-2 - Statistical Data**
## Schedule A - Estimated Revenues & Other Resources - Governmental Fund Types, Expendable Trust Funds & Tax Supported Proprietary Fund Types

Budget For Fiscal Year Ending June 30, 2021

<table>
<thead>
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<th>Fund Name</th>
<th>Beginning Fund Balances</th>
<th>Consolidated Tax Revenue</th>
<th>Property Tax Required</th>
<th>Tax Rate</th>
<th>Other Revenue</th>
<th>Other Financing Sources Other Than Transfers In</th>
<th>Operating Transfers In</th>
<th>Total</th>
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<td>Regional Transportation Commission, 01</td>
<td>9,862,977</td>
<td>9,719,523</td>
<td>-</td>
<td>-</td>
<td>28,779,401</td>
<td></td>
<td></td>
<td>48,361,901</td>
</tr>
<tr>
<td>Regional Transportation Fund, 02</td>
<td>884,613</td>
<td>40,693,189</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td>41,577,802</td>
</tr>
<tr>
<td>Highway Improvement Project Acquisition, 05</td>
<td>205,695,472</td>
<td>133,540,187</td>
<td>123,857,233</td>
<td>-</td>
<td>-</td>
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<td>463,056,852</td>
</tr>
<tr>
<td>RTC Highway Improvement, 06</td>
<td>68,005,728</td>
<td>3,265,658</td>
<td>-</td>
<td>-</td>
<td>160,786,279</td>
<td></td>
<td></td>
<td>232,057,666</td>
</tr>
</tbody>
</table>

### Debt Service

|                     | 162,401,578                      | -                   | 1,830,402  | 80,046,550 | 244,278,530 |

Subtotal Governmental Fund Types, Expendable Trust Funds: 446,814,368

PROPRIETARY FUNDS

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>XXXXXXXXXXXXX</th>
<th>XXXXXXXXXXXXX</th>
<th>XXXXXXXXXXXXX</th>
<th>XXXXXXXXXXXXX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>XXXXXXXXXXXXX</td>
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<tr>
<td></td>
<td>XXXXXXXXXXXXX</td>
<td>XXXXXXXXXXXXX</td>
<td>XXXXXXXXXXXXX</td>
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<tr>
<td></td>
<td>XXXXXXXXXXXXX</td>
<td>XXXXXXXXXXXXX</td>
<td>XXXXXXXXXXXXX</td>
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</tbody>
</table>

Subtotal Proprietary Funds: XXXXXXXXXXXXX

TOTAL ALL FUNDS: XXXXXXXXXXXXX
### Schedule A-1 Estimated Expenditures and Other Financing Uses

**Budget For Fiscal Year Ending June 30, 2021**

**Budget Summary for** REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

(Local Government)

<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>SALARIES AND WAGES</th>
<th>EMPLOYEE BENEFITS</th>
<th>SERVICES, SUPPLIES AND OTHER CHARGES</th>
<th>CAPITAL OUTLAY ***</th>
<th>CONTINGENCIES AND USES OTHER THAN OPERATING TRANSFERS OUT</th>
<th>OPERATING TRANSFERS OUT</th>
<th>ENDING FUND BALANCES</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Transportation Commission, 01</td>
<td>R</td>
<td>16,942,041</td>
<td>7,176,238</td>
<td>13,306,551</td>
<td>729,333</td>
<td>-</td>
<td>10,207,738</td>
<td>48,361,901</td>
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<tr>
<td>Regional Transportation Fund, 02</td>
<td>R</td>
<td>6,810,910</td>
<td>-</td>
<td>-</td>
<td>34,282,279</td>
<td>484,613</td>
<td>41,577,802</td>
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<tr>
<td>Highway Improvement Project Acquisition, 05</td>
<td>C</td>
<td>635,559</td>
<td>140,000,000</td>
<td>212,286,010</td>
<td>110,135,323</td>
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<td>463,056,892</td>
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<tr>
<td>RTC Highway Improvement, 06</td>
<td>C</td>
<td>126,507,692</td>
<td>24,000,000</td>
<td>5,904,125</td>
<td>75,645,849</td>
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<td>232,057,666</td>
<td></td>
</tr>
</tbody>
</table>

**Debt Service**

| D                                                                          | 104,256,473        | 5,259,937         | 134,762,120                        | 244,278,530 |

**Total Governmental Fund Types and Expendable Trust Funds**

|                                                                 | 16,942,041        | 7,176,238        | 251,517,185                         | 164,729,333 | -                   | 257,732,351 | 331,235,643 | 1,029,332,791 |

*FUND TYPES:*
- R - Special Revenue
- C - Capital Projects
- D - Debt Service
- T - Expendable Trust

**Include Debt Service Requirements in this column**

**Capital Outlay must agree with CIP.**
<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>*</th>
<th>OPERATING REVENUES (1)</th>
<th>OPERATING EXPENSES (2)**</th>
<th>NONOPERATING REVENUES (3)</th>
<th>NONOPERATING EXPENSES (4)</th>
<th>OPERATING TRANSFERS IN (5)</th>
<th>OPERATING TRANSFERS OUT(6)</th>
<th>NET INCOME (7)</th>
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</thead>
<tbody>
<tr>
<td>PUBLIC TRANSIT</td>
<td>E</td>
<td>122,393,726</td>
<td>276,653,776</td>
<td>195,244,550</td>
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<td>-</td>
<td>11,879,879</td>
<td>29,104,621</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>122,393,726</td>
<td>276,653,776</td>
<td>195,244,550</td>
<td>-</td>
<td>-</td>
<td>11,879,879</td>
<td>29,104,621</td>
</tr>
</tbody>
</table>

* FUND TYPES:  
  E - Enterprise  
  I - Internal Service  
  N - Nonexpendable Trust

** Include Depreciation
<table>
<thead>
<tr>
<th></th>
<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
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</thead>
<tbody>
<tr>
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<td>ACTUAL PRIOR YEAR ENDING 6/30/2019</td>
<td>ESTIMATED CURRENT YEAR ENDING 6/30/2020</td>
<td>TENTATIVE APPROVED</td>
<td>FINAL APPROVED</td>
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<tr>
<td>Federal &amp; State Grants</td>
<td>2,778,711</td>
<td>3,883,649</td>
<td>7,180,000</td>
<td>7,030,000</td>
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<td>Interest</td>
<td>119,946</td>
<td>2,214</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Other</td>
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<td>2,584,495</td>
<td>2,483,033</td>
<td>2,689,523</td>
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<td>Subtotal</td>
<td>5,006,292</td>
<td>6,470,358</td>
<td>9,663,033</td>
<td>9,719,523</td>
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<tr>
<td>OTHER FINANCING SOURCES:</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Transfers In (Schedule T)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From Fund 02, RTC Transportation</td>
<td>4,800,830</td>
<td>5,771,773</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>From Fund 05, RTC Hwy Imp Acq</td>
<td>11,150,000</td>
<td>14,900,000</td>
<td>20,465,737</td>
<td>16,899,522</td>
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<tr>
<td>From Fund 06, RTC Hwy Imp</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>From Fund 50, Public Transit</td>
<td>11,150,000</td>
<td>14,900,000</td>
<td>15,446,094</td>
<td>11,879,879</td>
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<tr>
<td>Subtotal</td>
<td>27,100,830</td>
<td>35,571,773</td>
<td>35,911,831</td>
<td>28,779,401</td>
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<tr>
<td>BEGINNING FUND BALANCE</td>
<td>10,126,443</td>
<td>7,730,760</td>
<td>11,272,294</td>
<td>9,862,977</td>
</tr>
<tr>
<td>Prior Period Adjustment(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residual Equity Transfers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL BEGINNING FUND BALANCE</td>
<td>10,126,443</td>
<td>7,730,760</td>
<td>11,272,294</td>
<td>9,862,977</td>
</tr>
<tr>
<td>TOTAL RESOURCES</td>
<td>42,233,565</td>
<td>49,772,891</td>
<td>56,847,158</td>
<td>48,361,901</td>
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<tr>
<td>EXPENDITURES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and wages</td>
<td>16,202,337</td>
<td>17,336,501</td>
<td>18,941,042</td>
<td>16,942,041</td>
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<tr>
<td>Employee Benefits</td>
<td>6,479,408</td>
<td>6,868,172</td>
<td>7,931,709</td>
<td>7,176,238</td>
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<tr>
<td>Services &amp; Supplies</td>
<td>11,569,593</td>
<td>12,838,958</td>
<td>15,617,551</td>
<td>13,306,551</td>
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<tr>
<td>Capital Outlay</td>
<td>251,467</td>
<td>2,866,283</td>
<td>1,171,883</td>
<td>729,333</td>
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<tr>
<td>Subtotal</td>
<td>34,502,805</td>
<td>39,909,914</td>
<td>43,662,185</td>
<td>38,154,163</td>
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<tr>
<td>OTHER USES</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>CONTINGENCY (not to exceed 3% of total expenditures)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers Out (Schedule T)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Subtotal</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>ENDING FUND BALANCE</td>
<td>7,730,760</td>
<td>9,862,977</td>
<td>13,184,973</td>
<td>10,207,738</td>
</tr>
<tr>
<td>TOTAL COMMITMENTS &amp; FUND BALANCE</td>
<td>42,233,565</td>
<td>49,772,891</td>
<td>56,847,158</td>
<td>48,361,901</td>
</tr>
</tbody>
</table>

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE B FUND 01

FUND Regional Transportation Commission
## REVENUES

<table>
<thead>
<tr>
<th></th>
<th>(1) ACTUAL PRIOR YEAR ENDING 6/30/2019</th>
<th>(2) ESTIMATED CURRENT YEAR ENDING 6/30/2020</th>
<th>(3) TENTATIVE APPROVED</th>
<th>(4) FINAL APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Option Sales &amp; Use Tax</td>
<td>55,460,145</td>
<td>50,250,158</td>
<td>60,271,313</td>
<td>40,693,189</td>
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<tr>
<td>Interest</td>
<td>142,872</td>
<td>120,000</td>
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</tr>
<tr>
<td>Other</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Subtotal</td>
<td>55,603,017</td>
<td>50,370,158</td>
<td>60,271,313</td>
<td>40,693,189</td>
</tr>
</tbody>
</table>

**OTHER FINANCING SOURCES:**
- Operating Transfers In (Schedule T)
  - Subtotal

**BEGINNING FUND BALANCE**

<table>
<thead>
<tr>
<th></th>
<th>621,742</th>
<th>764,613</th>
<th>884,613</th>
<th>884,613</th>
</tr>
</thead>
</table>

**TOTAL BEGINNING FUND BALANCE**

<table>
<thead>
<tr>
<th></th>
<th>621,742</th>
<th>764,613</th>
<th>884,613</th>
<th>884,613</th>
</tr>
</thead>
</table>

**TOTAL RESOURCES**

<table>
<thead>
<tr>
<th></th>
<th>56,224,759</th>
<th>51,134,771</th>
<th>61,155,926</th>
<th>41,577,802</th>
</tr>
</thead>
</table>

## EXPENDITURES

**General**
- Services & Supplies
  - Subtotal

**OTHER USES**
- CONTINGENCY (not to exceed 3% of total expenditures)
- Transfers Out (Schedule T)
  - To Fund 01, RTC
  - To Fund 06, RTC Hwy Imp
  - Subtotal

**ENDING FUND BALANCE**

<table>
<thead>
<tr>
<th></th>
<th>764,613</th>
<th>884,613</th>
<th>584,613</th>
<th>484,613</th>
</tr>
</thead>
</table>

**TOTAL COMMITMENTS & FUND BALANCE**

<table>
<thead>
<tr>
<th></th>
<th>56,224,759</th>
<th>51,134,771</th>
<th>61,155,926</th>
<th>41,577,802</th>
</tr>
</thead>
</table>

---

**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**

(Local Government)

**SCHEDULE B FUND 02**

**FUND** Regional Transportation
### REVENUES

<table>
<thead>
<tr>
<th></th>
<th>Actual Prior Year Ending 6/30/2019</th>
<th>Estimated Current Year Ending 6/30/2020</th>
<th>Tentative Approved</th>
<th>Final Approved</th>
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<tbody>
<tr>
<td>County Option Motor Vehicle Fuel Tax</td>
<td>74,801,402</td>
<td>63,499,844</td>
<td>75,968,304</td>
<td>42,768,388</td>
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<tr>
<td>Fuel Tax Indexing-1</td>
<td>92,039,435</td>
<td>78,093,933</td>
<td>93,245,152</td>
<td>52,597,793</td>
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<td>Fuel Tax Indexing-2</td>
<td>13,691,110</td>
<td>15,566,508</td>
<td>24,956,890</td>
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<td>Interest</td>
<td>7,433,853</td>
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<td>Grants and Reimbursables</td>
<td>37,000,000</td>
<td>30,000,000</td>
<td>7,870,647</td>
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<tr>
<td>Other</td>
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<td>-</td>
<td>-</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>224,965,800</td>
<td>187,585,541</td>
<td>202,040,993</td>
<td>133,540,187</td>
</tr>
</tbody>
</table>

**OTHER FINANCING SOURCES:**

- Operating Transfers In (Schedule T)
- Bonds Issued: 54,572,800
- Premium on Bond Issued: 11,095,306
- **Subtotal**: 65,668,106

**BEGINNING FUND BALANCE**: 246,432,765

**TOTAL BEGINNING FUND BALANCE**: 246,432,765

**TOTAL RESOURCES**: 471,398,565

### EXPENDITURES

#### Public Works

<table>
<thead>
<tr>
<th>Services &amp; Supplies</th>
<th>179,599</th>
<th>149,518</th>
<th>150,609</th>
<th>150,609</th>
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</thead>
<tbody>
<tr>
<td>Capital Outlay</td>
<td>158,261,681</td>
<td>128,920,819</td>
<td>140,000,000</td>
<td>140,000,000</td>
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<tr>
<td>Bond Issuance Cost</td>
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<td>280,000</td>
<td>484,950</td>
<td>484,950</td>
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<td>Redeeming Bond</td>
<td>65,206,817</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>223,648,097</td>
<td>129,350,337</td>
<td>140,635,559</td>
<td>140,635,559</td>
</tr>
</tbody>
</table>

**OTHER USES**

- Payment to refund bond: 27,090,785
- **CONTINGENCY (not to exceed 3% of total expenditures)**

**TRANSACTIONS OUT (Schedule T)**

| To Fund 01, RTC       | 11,150,000 | 14,900,000 | 20,465,737 | 16,899,522 |
| To Fund 03, Debt Service | 50,242,398 | 62,611,133 | 75,354,800 | 74,142,425 |
| To Fund 06, RTC Hwy Imp | 88,483,173 | 77,511,133 | 217,064,800 | 212,286,010 |
| **Subtotal**          | 88,483,173 | 77,511,133 | 217,064,800 | 212,286,010 |

**ENDING FUND BALANCE**: 159,267,295

**TOTAL COMMITMENTS & FUND BALANCE**: 471,398,565
<table>
<thead>
<tr>
<th>REVENUES</th>
<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
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<td>ACTUAL PRIOR</td>
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<td>TENTATIVE</td>
<td>FINAL</td>
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<td>YEAR ENDING</td>
<td>CURRENT</td>
<td>APPROVED</td>
<td>APPROVED</td>
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<tr>
<td></td>
<td>6/30/2019</td>
<td>YEAR ENDING</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6/30/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aviation Fuel Tax</td>
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<td>3,992,788</td>
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<td>Other</td>
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<td>271,068</td>
<td>271,068</td>
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<tr>
<td>Subtotal</td>
<td>6,506,587</td>
<td>4,296,385</td>
<td>4,263,856</td>
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<td>Other Financing Sources</td>
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</tr>
<tr>
<td>Operating Transfers In</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From Fund 02, RTC Transportation</td>
<td>41,785,693</td>
<td>36,509,435</td>
<td>50,927,903</td>
<td>34,282,279</td>
</tr>
<tr>
<td>From Fund 04, Debt Service Reserve</td>
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<td>5,259,937</td>
<td>5,259,937</td>
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<tr>
<td>From Fund 05, RTC Highway Imp Acq</td>
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<td></td>
<td>121,244,063</td>
<td>121,244,063</td>
</tr>
<tr>
<td>From Fund 50, Public Transit</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>41,785,693</td>
<td>36,509,435</td>
<td>177,431,903</td>
<td>160,786,279</td>
</tr>
<tr>
<td>Bonds Issued</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>BEGINNING FUND BALANCE</td>
<td>59,350,743</td>
<td>77,913,597</td>
<td>75,119,503</td>
<td>68,005,728</td>
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<tr>
<td>Prior Period Adjustment(s)</td>
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<td></td>
</tr>
<tr>
<td>Residual Equity Transfers</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL BEGINNING FUND BALANCE</td>
<td>59,350,743</td>
<td>77,913,597</td>
<td>75,119,503</td>
<td>68,005,728</td>
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<tr>
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<td>118,719,417</td>
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<td>232,057,666</td>
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</tbody>
</table>

| EXPENDITURES                  |              |              |               |               |
|                              |              |              |               |               |
| Public Works                 |              |              |               |               |
| Services & Supplies          | 3,500        | 3,595        | 3,692         | 3,692         |
| Capital Outlay               | 5,370,084    | 23,969,638   | 23,953,274    | 24,000,000    |
| Bond Issuance Costs          |              |              |               |               |
| Subtotal                     | 5,373,584    | 23,973,233   | 23,956,966    | 24,003,692    |
| OTHER USES                   |              |              |               |               |
| Payment to refund bond       |              |              | 126,504,000   | 126,504,000   |
| CONTINGENCY (not to exceed 3% of total expenditures) |              |              |               |               |
| Transfers Out (Schedule T)   |              |              |               |               |
| To Fund 01, RTC              |              | -            |               |               |
| To Fund 03, Debt Service     | 24,355,842   | 26,740,456   | 4,691,750     | 5,904,125     |
| To Fund 50, Public Transit   |              |              |               |               |
| Subtotal                     | 24,355,842   | 26,740,456   | 131,195,750   | 132,408,125   |
| ENDING FUND BALANCE          | 77,913,597   | 68,005,728   | 101,662,546   | 75,645,849    |
| TOTAL COMMITMENTS & FUND BALANCE | 107,643,023 | 118,719,417 | 256,815,262 | 232,057,666 |

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE B FUND 06

FUND RTC Highway Improvement
<table>
<thead>
<tr>
<th></th>
<th>(1) ACTUAL PRIOR YEAR ENDING 6/30/2019</th>
<th>(2) ESTIMATED CURRENT YEAR ENDING 6/30/2020</th>
<th>(3) TENTATIVE APPROVED</th>
<th>(4) FINAL APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>6,310,694</td>
<td>1,308,226</td>
<td></td>
<td></td>
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<tr>
<td>IRS Rebate for BABS</td>
<td>3,321,894</td>
<td>2,622,142</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>9,632,588</td>
<td>3,930,368</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER FINANCING SOURCES (Specify):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In (Schedule T)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond Proceeds</td>
<td>-</td>
<td>5,427,200</td>
<td>1,830,402</td>
<td>1,830,402</td>
</tr>
<tr>
<td>Premium</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From Fund 05, Hwy Proj Imp Acq</td>
<td>50,242,388</td>
<td>62,611,133</td>
<td>75,354,800</td>
<td>74,142,425</td>
</tr>
<tr>
<td>From Fund 06, 60, 61, 62, RTC Hwy Imp</td>
<td>24,355,842</td>
<td>26,740,456</td>
<td>4,691,750</td>
<td>5,904,125</td>
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<tr>
<td>Subtotal</td>
<td>74,598,230</td>
<td>94,778,789</td>
<td>81,876,952</td>
<td>81,876,952</td>
</tr>
<tr>
<td>BEGINNING FUND BALANCE</td>
<td>163,258,667</td>
<td>150,510,622</td>
<td>162,401,578</td>
<td>162,401,578</td>
</tr>
<tr>
<td>Prior Period Adjustment(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residual Equity Transfers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL BEGINNING FUND BALANCE</td>
<td>163,258,667</td>
<td>150,510,622</td>
<td>162,401,578</td>
<td>162,401,578</td>
</tr>
<tr>
<td>TOTAL AVAILABLE RESOURCES</td>
<td>247,489,485</td>
<td>249,219,779</td>
<td>244,278,530</td>
<td>244,278,530</td>
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</tbody>
</table>

**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**

(Local Government)

SCHEDULE C - DEBT SERVICE FUND

THE ABOVE DEBT IS REPAID BY OPERATING RESOURCES
## Schedule C - Debt Service Fund

### Expenditures and Reserves

<table>
<thead>
<tr>
<th>Type: Debt Service</th>
<th>Actual Prior Year Ending 6/30/2019</th>
<th>Estimated Current Year Ending 6/30/2020</th>
<th>Tentative Final Approved</th>
<th>Final Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>55,059,000</td>
<td>50,975,000</td>
<td>55,885,000</td>
<td>55,885,000</td>
</tr>
<tr>
<td>Interest</td>
<td>41,916,613</td>
<td>35,840,201</td>
<td>34,305,473</td>
<td>34,305,473</td>
</tr>
<tr>
<td>Fiscal Agent Charges</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services and Supplies</td>
<td>3,250</td>
<td>3,000</td>
<td>10,000</td>
<td>10,000</td>
</tr>
</tbody>
</table>

**Subtotal**

- **Actual Prior Year Ending 6/30/2019**: 96,978,863
- **Estimated Current Year Ending 6/30/2020**: 86,818,201
- **Tentative Final Approved**: 90,200,473
- **Final Approved**: 90,200,473

### Other Uses

- Operating Transfers Out (Schedule T)
  - Payment to refund bond: -
  - To Fund 06, RTC Hwy Imp: -

**Subtotal**

- **Actual Prior Year Ending 6/30/2019**: -
- **Estimated Current Year Ending 6/30/2020**: -
- **Tentative Final Approved**: 19,315,937
- **Final Approved**: 19,315,937

### Total Reserved (Memo Only)

- **Type**: Debt Service, Fund 03
  - 61,372,681
  - 67,009,065
  - 56,855,142
  - 56,855,142

- **Type**: Debt Service Reserve, Fund 04
  - 89,137,941
  - 95,392,513
  - 77,906,978
  - 77,906,978

- **Fiscal Agent Charges**

- **Reserves - increase or (decrease)**

- **Other (Specify)**

**Subtotal**

- **Actual Prior Year Ending 6/30/2019**: 150,510,622
- **Estimated Current Year Ending 6/30/2020**: 162,401,578
- **Tentative Final Approved**: 134,762,120
- **Final Approved**: 134,762,120

### Total Reserves (Memo Only)

- **Type**: Principal
  - -
  - -

- **Type**: Interest
  - -
  - -

- **Type**: Fiscal Agent Charges
  - -
  - -

- **Type**: Reserves - increase or (decrease)
  - -
  - -

- **Type**: Other (Specify)
  - -
  - -

**Subtotal**

- **Actual Prior Year Ending 6/30/2019**: -
- **Estimated Current Year Ending 6/30/2020**: -
- **Tentative Final Approved**: -
- **Final Approved**: -

### Total Reserves (Memo Only)

- **Ending Fund Balance**: 150,510,622
- **Total Commitments & Fund Balance**: 247,489,485

### Regional Transportation Commission of Southern Nevada

(Local Government)

SCHEDULE C - DEBT SERVICE FUND

The above debt is repaid by operating resources.
<table>
<thead>
<tr>
<th></th>
<th>(1) ACTUAL PRIOR YEAR ENDING 6/30/19</th>
<th>(2) ESTIMATED CURRENT YEAR ENDING 6/30/2020</th>
<th>(3) TENTATIVE APPROVED</th>
<th>(4) FINAL APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Charges for Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Transit Fares</td>
<td>76,322,200</td>
<td>58,350,143</td>
<td>76,992,806</td>
<td>45,393,726</td>
</tr>
<tr>
<td>Transit Advertising</td>
<td>3,900,000</td>
<td>3,200,000</td>
<td>4,212,500</td>
<td>1,800,000</td>
</tr>
<tr>
<td>Federal &amp; State Grants and Contributions</td>
<td>-</td>
<td>60,000,000</td>
<td>-</td>
<td>74,000,000</td>
</tr>
<tr>
<td>Other</td>
<td>407,102</td>
<td>2,000,000</td>
<td>1,400,000</td>
<td>1,400,000</td>
</tr>
<tr>
<td>Total Operating Revenue</td>
<td>80,629,302</td>
<td>123,550,143</td>
<td>82,605,306</td>
<td>122,393,726</td>
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<tr>
<td><strong>OPERATING EXPENSE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Public Transit</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and wages</td>
<td>11,264,730</td>
<td>11,939,149</td>
<td>13,043,662</td>
<td>11,608,073</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>6,800,979</td>
<td>7,208,154</td>
<td>7,928,352</td>
<td>7,468,172</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>210,235,694</td>
<td>203,921,823</td>
<td>225,433,707</td>
<td>197,577,531</td>
</tr>
<tr>
<td>Depreciation/Amortization</td>
<td>54,070,937</td>
<td>60,000,000</td>
<td>60,000,000</td>
<td>60,000,000</td>
</tr>
<tr>
<td>Total Operating Expense</td>
<td>282,372,340</td>
<td>283,069,126</td>
<td>306,405,721</td>
<td>276,653,776</td>
</tr>
<tr>
<td>Operating Income or (Loss)</td>
<td>(201,743,038)</td>
<td>(159,518,983)</td>
<td>(223,800,415)</td>
<td>(154,260,050)</td>
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<tr>
<td><strong>NONOPERATING REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Earned</td>
<td>4,793,495</td>
<td>1,329,018</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>County Option Sales Tax</td>
<td>166,380,438</td>
<td>150,750,473</td>
<td>180,813,941</td>
<td>122,079,566</td>
</tr>
<tr>
<td>Federal &amp; State Grants and Contributions</td>
<td>60,868,500</td>
<td>37,985,000</td>
<td>103,602,210</td>
<td>73,164,984</td>
</tr>
<tr>
<td>Gain on Sale of Capital Assets</td>
<td>222,455</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Nonoperating Revenues</td>
<td>232,264,888</td>
<td>190,064,491</td>
<td>284,416,151</td>
<td>195,244,550</td>
</tr>
<tr>
<td><strong>NONOPERATING EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Nonoperating Expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net Income before Operating Transfers</td>
<td>30,521,850</td>
<td>30,545,508</td>
<td>60,615,736</td>
<td>40,984,500</td>
</tr>
<tr>
<td>Transfers (Schedule T)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In to Fund 01, RTC</td>
<td>(11,150,000)</td>
<td>(14,900,000)</td>
<td>(15,446,094)</td>
<td>(11,879,879)</td>
</tr>
<tr>
<td>Out to Fund 06, RTC Highway Improvement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net Operating Transfers</td>
<td>(11,150,000)</td>
<td>(14,900,000)</td>
<td>(15,446,094)</td>
<td>(11,879,879)</td>
</tr>
<tr>
<td><strong>NET INCOME</strong></td>
<td>19,371,850</td>
<td>15,645,508</td>
<td>45,169,642</td>
<td>29,104,621</td>
</tr>
<tr>
<td>PROPRIETARY FUND</td>
<td>(1) ACTUAL PRIOR YEAR ENDING 6/30/2019</td>
<td>(2) ESTIMATED CURRENT YEAR ENDING 6/30/2020</td>
<td>(3) TENTATIVE APPROVED</td>
<td>(4) FINAL APPROVED</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------------------------------</td>
<td>---------------------------------------------</td>
<td>-----------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>A. CASH FLOWS FROM OPERATING ACTIVITIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash received from customers</td>
<td>79,587,099</td>
<td>61,550,143</td>
<td>81,205,306</td>
<td>46,993,726</td>
</tr>
<tr>
<td>Federal and state grants</td>
<td>-</td>
<td>32,000,000</td>
<td>-</td>
<td>74,000,000</td>
</tr>
<tr>
<td>Cash paid to employees for salaries &amp; benefits</td>
<td>(15,748,447)</td>
<td>(16,947,303)</td>
<td>(18,772,014)</td>
<td>(16,876,245)</td>
</tr>
<tr>
<td>Cash paid for services &amp; supplies</td>
<td>(225,168,223)</td>
<td>(203,921,823)</td>
<td>(225,433,707)</td>
<td>(197,577,531)</td>
</tr>
<tr>
<td>Other operating receipts</td>
<td>407,102</td>
<td>2,000,000</td>
<td>1,400,000</td>
<td>1,400,000</td>
</tr>
<tr>
<td>a. Net cash provided by (or used for) operating activities</td>
<td>(160,922,469)</td>
<td>(125,318,983)</td>
<td>(161,600,415)</td>
<td>(92,060,050)</td>
</tr>
<tr>
<td>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash provided by sales &amp; use tax</td>
<td>150,419,751</td>
<td>150,750,473</td>
<td>180,813,941</td>
<td>122,079,566</td>
</tr>
<tr>
<td>Federal &amp; State Grants and Contributions</td>
<td>1,408,236</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers to Fund 209, RTC</td>
<td>(11,150,000)</td>
<td>(14,900,000)</td>
<td>(15,446,094)</td>
<td>(11,879,879)</td>
</tr>
<tr>
<td>b. Net cash provided by (or used for) noncapital financing activities</td>
<td>140,677,987</td>
<td>135,850,473</td>
<td>165,367,847</td>
<td>110,199,687</td>
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<tr>
<td>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repayment of loans payable</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition, construction, or improvement of capital assets</td>
<td>(56,002,753)</td>
<td>(47,136,239)</td>
<td>(132,080,261)</td>
<td>(91,544,585)</td>
</tr>
<tr>
<td>Proceeds from sale of capital assets</td>
<td>222,455</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Federal and state grants</td>
<td>59,632,257</td>
<td>37,985,000</td>
<td>103,602,210</td>
<td>73,164,984</td>
</tr>
<tr>
<td>c. Net cash provided by (or used for) capital and related financing activities</td>
<td>3,851,959</td>
<td>(9,151,239)</td>
<td>(28,478,051)</td>
<td>(18,379,601)</td>
</tr>
<tr>
<td>D. CASH FLOWS FROM INVESTING ACTIVITIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest income</td>
<td>4,519,480</td>
<td>1,329,018</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>d. Net cash provided by (or used in) investing activities</td>
<td>4,519,480</td>
<td>1,329,018</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)</td>
<td>(11,873,043)</td>
<td>2,709,269</td>
<td>(24,710,619)</td>
<td>(239,964)</td>
</tr>
<tr>
<td>CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR</td>
<td>132,901,795</td>
<td>121,028,752</td>
<td>124,695,385</td>
<td>123,738,021</td>
</tr>
<tr>
<td>CASH AND CASH EQUIVALENTS AT END OF YEAR</td>
<td>121,028,752</td>
<td>123,738,021</td>
<td>99,984,766</td>
<td>123,498,057</td>
</tr>
</tbody>
</table>

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

Public Transit, Fund 50
### REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**Budget Fiscal Year 2020-2021**

### SCHEDULE C-1 - INDEBTEDNESS

<table>
<thead>
<tr>
<th>NAME OF BOND OR LOAN</th>
<th>AMOUNT OF ISSUE</th>
<th>TERM</th>
<th>ORIGINAL ISSUE DATE</th>
<th>FINAL PAYMENT DATE</th>
<th>INTEREST RATE</th>
<th>PAYABLE INTEREST</th>
<th>PAYABLE PRINCIPAL</th>
<th>TOTAL</th>
<th>REQUISITE FOR FISCAL YEAR ENDING 06/30/21</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RTC Debt Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax Revenue Bond - 2010B (3180.210)</td>
<td>94,835,000</td>
<td>4 yrs</td>
<td>08/11/10</td>
<td>10 yrs</td>
<td>07/01/20</td>
<td>5.00</td>
<td>$11,395,000</td>
<td>$284,875</td>
<td>$11,395,000</td>
</tr>
<tr>
<td>Sales Tax Revenue Bond - 2010C (3180.220) BABS</td>
<td>140,560,000</td>
<td>4 yrs</td>
<td>08/11/10</td>
<td>20 yrs</td>
<td>07/01/30</td>
<td>6.15</td>
<td>$140,560,000</td>
<td>5,248,923</td>
<td>-</td>
</tr>
<tr>
<td>MVFT Revenue Bond - 2011 (3180.002)</td>
<td>118,105,000</td>
<td>4 yrs</td>
<td>11/29/11</td>
<td>12 yrs</td>
<td>07/01/23</td>
<td>4.00/5</td>
<td>$53,085,000</td>
<td>$2,346,250</td>
<td>$12,320,000</td>
</tr>
<tr>
<td>FTI Revenue Bond - 2014A (3180.701)</td>
<td>100,000,000</td>
<td>4 yrs</td>
<td>04/01/14</td>
<td>20 yrs</td>
<td>07/01/34</td>
<td>3.00/5</td>
<td>$82,985,000</td>
<td>$4,048,800</td>
<td>$3,850,000</td>
</tr>
<tr>
<td>FTI Revenue Bond - 2015 (3180.702)</td>
<td>85,000,000</td>
<td>4 yrs</td>
<td>11/10/15</td>
<td>20 yrs</td>
<td>07/01/35</td>
<td>5.00</td>
<td>$77,050,000</td>
<td>$3,797,625</td>
<td>$2,915,000</td>
</tr>
<tr>
<td>MVFT Revenue Bond - 2016 (3180.003)</td>
<td>107,350,000</td>
<td>4 yrs</td>
<td>06/29/16</td>
<td>8 yrs</td>
<td>07/01/24</td>
<td>5.00</td>
<td>$80,320,000</td>
<td>$3,652,625</td>
<td>$14,535,000</td>
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<tr>
<td>Sales Tax Revenue Bond - 2016 (3180.200)</td>
<td>36,405,000</td>
<td>4 yrs</td>
<td>10/19/16</td>
<td>13 yrs</td>
<td>07/01/29</td>
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<td>MVFT Revenue Bond - 2016B (3180.050)</td>
<td>43,495,000</td>
<td>4 yrs</td>
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<td>12 yrs</td>
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<td>FTI Revenue Bond - 2017 (3180.703)</td>
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## Transfer Schedule for Fiscal Year 2020-2021

### Regional Transportation Commission of Southern Nevada

#### Schedule T - Transfer Reconciliation

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<th>FUND TYPE</th>
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<th>AMOUNT</th>
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<tr>
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<td>16,899,522</td>
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<tr>
<td>Regional Trans, 02</td>
<td>RTC Hwy Imp, 06</td>
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**Subtotal:**

- **Transfers In:** 28,779,401
- **Transfers Out:** 34,282,279

---

**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**

(Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

---

FORM 4404LGF

Last Revised 5/12/2020
<table>
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<th>FUND TYPE</th>
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<th>PAGE</th>
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<td>10</td>
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<td>DEBT SERVICE</td>
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REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE T - TRANSFER RECONCILIATION
Transfer Schedule for Fiscal Year 2020-2021

<table>
<thead>
<tr>
<th>FUND TYPE</th>
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<th>AMOUNT</th>
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<th>PAGE</th>
<th>AMOUNT</th>
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<td>Public Transit, 50</td>
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<td>RTC, 01</td>
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<td>11,879,879</td>
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<td>INTERNAL SERVICE</td>
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REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE T - TRANSFER RECONCILIATION
Pursuant to NRS 354.600 (3), each (emphasis added) local government budget must obtain a separate statement of anticipated expenses relating to activities designed to influence the passage or defeat of legislation in an upcoming legislative session.

### Lobbying Expense Estimate

**Nevada Legislature: 81st Session; February 1, 2021 to May 31, 2021**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Funding Source</th>
<th>Transportation</th>
<th>Lodging and meals</th>
<th>Salaries and Wages</th>
<th>Compensation to lobbyists</th>
<th>Entertainment</th>
<th>Supplies, equipment &amp; facilities; other personnel and services spent in Carson City</th>
<th>Total</th>
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<tbody>
<tr>
<td>1. Activity:</td>
<td>Funding Source:</td>
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<td>$ 30,000</td>
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<td>$ 65,000</td>
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<td>$ 184,950</td>
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Entity: REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
Budget Year 2020-2021
<table>
<thead>
<tr>
<th>Line</th>
<th>Vendor</th>
<th>Effective Date of Contract</th>
<th>Termination Date of Contract</th>
<th>Proposed Expenditure FY 2020-21</th>
<th>Proposed Expenditure FY 2021-22</th>
<th>Reason or need for contract</th>
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<tbody>
<tr>
<td>1</td>
<td>MV Transportation Inc.</td>
<td>7/7/2013</td>
<td>7/6/2021</td>
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<td>58,089,035</td>
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<td>Accessible Space Inc. / NCEP</td>
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<td>12/31/2021</td>
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<td>500,000</td>
<td>ADA Paratransit Services Functional Ability Assessments</td>
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<td>Masabi, LLC.</td>
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<td>Implementation of the Justride Fare Payment System</td>
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<td>Dyntek Services, Inc.</td>
<td>1/14/2016</td>
<td>6/30/2020</td>
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<td>I.T. Program Management Consulting Services</td>
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<td>Veterans Medical Transportation Network for Senior and Disabled Veterans Program Subrecipient Agreement Coordinated Call Center</td>
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<td>Southern Nevada Transit Coalition</td>
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<td>Veterans Medical Transportation Network for Senior and Disabled Veterans Program Subrecipient Agreement Transportation Program</td>
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<td>125,000</td>
<td>Federal Government Affairs</td>
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<td>10/24/2023</td>
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<td>17,000</td>
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<td>18</td>
<td>T-N-T Dynomite</td>
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<td>10/24/2023</td>
<td>17,000</td>
<td>17,000</td>
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Additional Explanations (Reference Line Number and Vendor):

- Line 1: MV Transportation Inc.
- Line 2: Keolis Transit America Inc.
- Line 3: MV Transportation Inc.
- Line 4: Accessible Space Inc. / NCEP
- Line 5: Masabi, LLC.
- Line 6: Thompson Coburn LLP
- Line 7: Dyntek Services, Inc.
- Line 8: Southern Nevada Transit Coalition
- Line 9: Southern Nevada Transit Coalition
- Line 10: Jacobs Engineering Group
- Line 11: Merica, Burch & Dickerson, Inc.
- Line 12: Crowe LLP
- Line 13: Holland & Knight
- Line 14: Trapeze Software Group, Inc.
- Line 15: AECOM Technical Services, Inc.
- Line 16: Ismael M. Bermudo
- Line 17: Functional Therapeutic Solutions, LLC.
- Line 18: T-N-T Dynomite
- Line 19: Marieliz Cabrallero Llanos
- Line 20: Sub-Total Proposed Expenditures
**SCHEDULE OF EXISTING CONTRACTS**

**Local Government:** REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA  
**Contact:** CHARLES CHEATHAM, PURCHASING MANAGER  
**E-mail Address:** cheathamc@rtcsnv.com  
**Daytime Telephone:** 702-676-1500  

Total Number of Existing Contracts: 41

<table>
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<tr>
<th>Line</th>
<th>Vendor</th>
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<th>Termination Date of Contract</th>
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<th>Reason or need for contract:</th>
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<td>16</td>
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Additional Explanations (Reference Line Number and Vendor):

- **11** FFM LLC, DBA FAISS FOLEY WARREN: Transportation Resource Advisory Committee (TRAC) Transit Planning and Funding Consulting Services
- **12** Mines and Associates, Inc.: Employee Assistance Services Agreement
- **13** Dickinson Wright PLLC: Trademark and Retention Legal Services
- **14** Asakura Robinson Company: Galleria Livable Centers Study Phase II
- **15** GCW, Inc.: Freeway and Arterial System of Transportation (FAST) Program Management Services
- **16** FFM LLC, DBA FAISS FOLEY WARREN: Media and Public Relations
- **17** MIG, Inc.: City of Las Vegas Maryland Parkway Corridor Transit-Oriented Development Plan
- **18** IBI Group, Inc.: Project Consultant - Fare Collection System
- **19** Cambridge Systematics, Inc.: Project Management Office Support Services
**SCHEDULE OF EXISTING CONTRACTS**

**Budget Year 2019 - 2020**

**Local Government:** REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**Contact:** CHARLES CHEATHAM, PURCHASING MANAGER

**E-mail Address:** cheathamc@rtcsnv.com

**Daytime Telephone:** 702-676-1500

Total Number of Existing Contracts: 41

<table>
<thead>
<tr>
<th>Line</th>
<th>Vendor</th>
<th>Effective Date of Contract</th>
<th>Termination Date of Contract</th>
<th>Proposed Expenditure FY 2020-21</th>
<th>Proposed Expenditure FY 2021-22</th>
<th>Reason or need for contract:</th>
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<tbody>
<tr>
<td>1</td>
<td>Marksman Security Corporation</td>
<td>1/9/2020</td>
<td>6/30/2023</td>
<td>10,858,083</td>
<td>11,308,083</td>
<td>Security Services For Transit System and Facilities</td>
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<td>MIG, Inc</td>
<td>12/12/2019</td>
<td>6/30/2021</td>
<td>249,999</td>
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<td>Clark County Maryland Parkway Corridor Transit-Oriented Development Plan</td>
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<td>3</td>
<td>Hobbs, Ong &amp; Associates, Inc</td>
<td>2/13/2020</td>
<td>2/28/2021</td>
<td>80,000</td>
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<td>Financial Consulting Services</td>
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<td>Sub-Total Proposed Expenditures</td>
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<td>Total Proposed Expenditures</td>
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<td>172,033,300</td>
<td>176,216,297</td>
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Additional Explanations (Reference Line Number and Vendor):
### Schedule of Privatization Contracts

**Local Government:** REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA  
**Contact:** CHARLES CHEATHAM, PURCHASING MANAGER  
**E-mail Address:** cheathamc@rtcsnv.com  
**Daytime Telephone:** 702-676-1500  
**Total Number of Privatization Contracts:** 5

<table>
<thead>
<tr>
<th>Line</th>
<th>Vendor</th>
<th>Effective Date of Contract</th>
<th>Termination Date of Contract</th>
<th>Duration (Months/ Years)</th>
<th>Proposed Expenditure FY 2020-21</th>
<th>Proposed Expenditure FY 2021-22</th>
<th>Position Class or Grade</th>
<th>Number of FTEs employed by Position Class or Grade</th>
<th>Equivalent hourly wage of FTEs by Position Class or Grade</th>
<th>Reason or need for contract:</th>
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<td>1</td>
<td>COMPUTER DATA SERVICES, LLC</td>
<td>7/1/2013</td>
<td>6/30/2022</td>
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<td>$2,940,969</td>
<td>Customer Service</td>
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<td>Supervisor</td>
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<td>TRAPEZE SOFTWARE GROUP, INC.</td>
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<td>Equipment Tech</td>
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<td>TVM Maintenance and On-Call Service</td>
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<td>Supervisor</td>
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<td>AECOM Technical Services, Inc.</td>
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<td>Program Administration for Transportation Demand Management Program</td>
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Attach additional sheets if necessary.
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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 #50
May 21, 2020
Non-Consent
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

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 #51
May 21, 2020
Non-Consent