



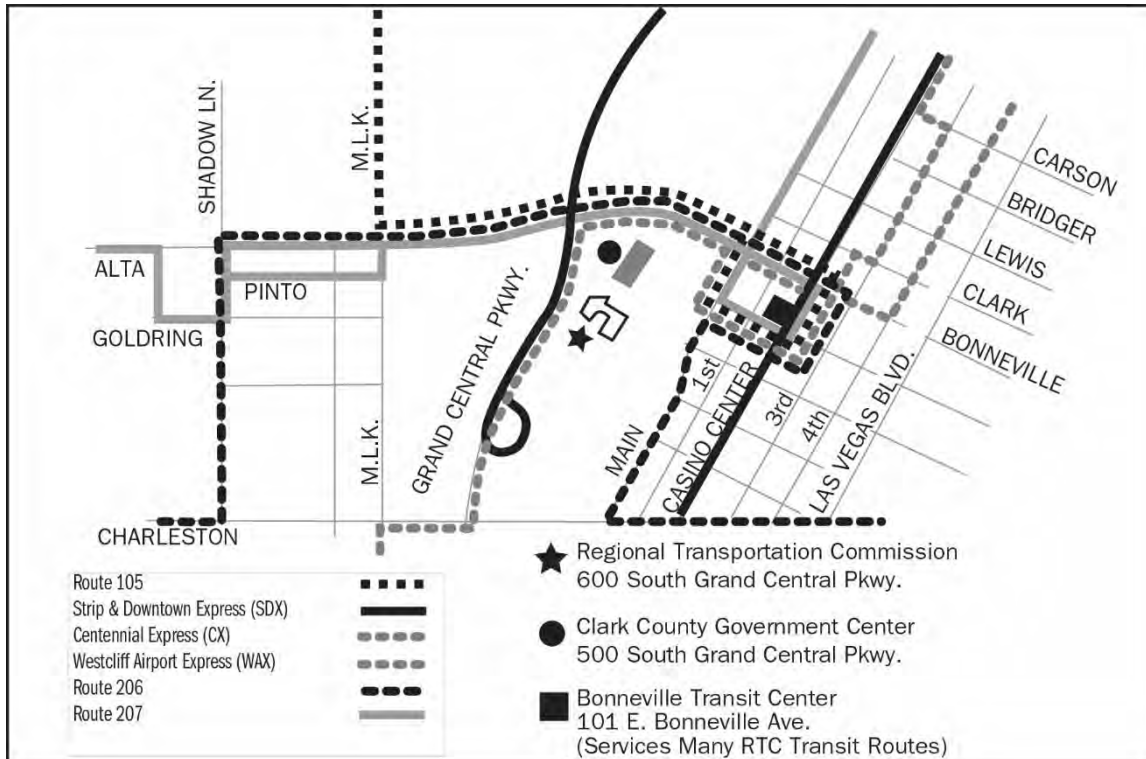
NOTICE AND AGENDA OF PUBLIC MEETING

**REGIONAL TRANSPORTATION
COMMISSION
OF SOUTHERN NEVADA**

8:45 A.M.* FEBRUARY 14, 2019

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

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



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

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

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

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

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

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

RTC website
www.rtcnv.com

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

DocuSigned by:
Marin DuBois
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BY: _____

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: CITIZENS PARTICIPATION		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER 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:

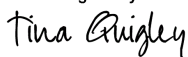
None

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,

DocuSigned by:

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TINA QUIGLEY
General Manager

mld

**RTC Item #1
February 14, 2019
Non-Consent**

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

Items 2 and 5 through 39 are items for possible action. Items 1, 3, 4, and 40 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 GENERAL MANAGER'S REPORT
4. RECEIVE THE NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR'S REPORT

CONSENT AGENDA (ITEMS 5 THROUGH 37)

*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 January 10, 2019 (FOR POSSIBLE ACTION)

METROPOLITAN PLANNING ORGANIZATION

Streets and Highways

- **6. APPROVE REVISIONS TO THE RTC POLICIES AND PROCEDURES (FOR POSSIBLE ACTION)
- **7. ADOPT AMENDMENTS TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)
- **8. RECEIVE A REPORT ON THE SUMMARY OF FISCAL ACTIONS RELATED TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)
- **9. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING FOR CITY OF LAS



VEGAS PROJECT 222A-FTI2; PEDESTRIAN BRIDGE AT INTERSECTION OF SAHARA AVENUE AND LAS VEGAS BOULEVARD (FOR POSSIBLE ACTION)

**10. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CONSTRUCTION, ENGINEERING, AND RIGHT-OF-WAY FOR CITY OF LAS VEGAS PROJECT 051R-MVFT; IMPROVEMENTS TO VARIOUS RIGHT TURN LANES AT INTERSECTIONS (FOR POSSIBLE ACTION)



**11. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE PROJECT FUNDING AND APPROVE A REVISED AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING 1 FUNDS FOR CONSTRUCTION, ENGINEERING AND RIGHT-OF-WAY FOR CITY OF LAS VEGAS PROJECT 128H-FTI; KYLE CANYON INTERCHANGE AT U.S. 95 (FOR POSSIBLE ACTION)



**12. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 055J-FTI2; LAMB BOULEVARD, CENTENNIAL PARKWAY TO CC-215 (FOR POSSIBLE ACTION)



**13. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 165D-FTI2; LONE MOUNTAIN ROAD, DECATUR BOULEVARD TO LOSEE ROAD (FOR POSSIBLE ACTION)



**14. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING FOR CITY OF NORTH LAS VEGAS PROJECT 167B-FTI2; WASHBURN ROAD, VALLEY DRIVE TO WILLIS STREET (FOR POSSIBLE ACTION)





**15. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 167C-FTI2; WASHBURN ROAD, COMMERCE STREET TO NORTH 5TH STREET (FOR POSSIBLE ACTION)



**16. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 170D-FTI2; CENTENNIAL PARKWAY, PECOS ROAD TO LAMB BOULEVARD (FOR POSSIBLE ACTION)

**17. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM QUESTION 10

FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 190H-Q10; CRAIG ROAD PEDESTRIAN BRIDGE AT UPPER LAS VEGAS WASH (FOR POSSIBLE ACTION)

- **18. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING, EXTEND THE PROJECT COMPLETION DATE AND APPROVE A REVISED AUTHORIZATION TO PROCEED FOR CONSTRUCTION, ENGINEERING AND RIGHT-OF-WAY FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF NORTH LAS VEGAS PROJECT 163B-MVFT; COMMERCE STREET, DUCHESS AVENUE TO CHEYENNE AVENUE (FOR POSSIBLE ACTION)
- **19. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO EXTEND THE PROJECT COMPLETION DATE FOR CITY OF NORTH LAS VEGAS PROJECT 193A-MVFT; BROOKS AVENUE, NORTH FIFTH STREET TO MARTIN LUTHER KING BOULEVARD (FOR POSSIBLE ACTION)
- **20.  APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 2 TO INCREASE TOTAL PROJECT FUNDING AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING DIRECT DISTRIBUTION FUNDS FOR CONSTRUCTION FOR CITY OF BOULDER CITY PROJECT 060AY-FTI; 2016-17 STREET RECONSTRUCTION (FOR POSSIBLE ACTION)
- **21.  RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING 1 FUNDS FOR CITY OF LAS VEGAS PROJECT 179A-FTI; 6TH STREET, BRIDGER AVENUE TO STEWART AVENUE (FOR POSSIBLE ACTION)
- **22. RECEIVE NOTIFICATION THAT THE MONTHLY ENTITY PROJECT FINANCIAL AND STATUS REPORTS HAVE BEEN POSTED TO THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA WEBSITE (FOR POSSIBLE ACTION)

Planning

- **23. 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)
- **24. ADOPT NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) 2019 SAFETY PERFORMANCE MEASURE TARGETS (FOR POSSIBLE ACTION)
- **25. RECEIVE NOTIFICATION OF ADMINISTRATIVE MODIFICATIONS CLARK 19-04 AND 19-05 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)
- **26. APPROVE AMENDMENT CLARK 19-06 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

ADMINISTRATION AND FINANCE

Purchasing

- **27. APPROVE AMENDMENT NO. 03 TO CONTRACT NO. 17-002, HIGH CAPACITY TRANSIT PLAN, WITH NELSON\NYGAARD CONSULTING ASSOCIATES TO ADD \$1,500,000.00 IN FUNDING TO THE CONTRACT, ADD ADDITIONAL SCOPE OF SERVICES, EXTEND THE CONTRACT END DATE FROM JUNE 30, 2019 TO JUNE 30, 2020; AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)
- **28. APPROVE AMENDMENT NO. 02 TO CONTRACT NO. 17-018A, RTC RIDE ON-DEMAND PILOT PROGRAM, WITH LYFT, INC. TO EXTEND THE TERM FOR AN ADDITIONAL 12 MONTHS, ADD \$1,000,000.00, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)
- **29. APPROVE AMENDMENT NO. 2 TO CONTRACT 17-045, ANNUAL FINANCIAL STATEMENT AUDIT SERVICES, WITH CROWE HORWATH LLP TO INCREASE FUNDING BY \$4,000.00, FOR A REVISED NOT-TO-EXCEED AMOUNT OF \$90,966.00 FOR FISCAL YEAR 2019, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT; OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)
- **30. APPROVE THE AWARD OF BID NO. 17-050CON, INTEGRATED BUS MAINTENANCE FACILITY (IBMF) BUS WASH IMPROVEMENT PROJECT, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, SLETTEN CONSTRUCTION OF NEVADA, INC. (SLETTEN CONSTRUCTION), IN THE AMOUNT NOT-TO-EXCEED \$4,114,426.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)
- **31. APPROVE THE AWARD OF BID NO. 18-041CON, SUNSET MAINTENANCE FACILITY (SMF) VACANT LOT CONSTRUCTION SERVICES, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, BALDWIN DEVELOPMENT, LLC DBA BALDWIN DEMOLITION IN THE AMOUNT NOT-TO-EXCEED \$2,721,904.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)
- **32. APPROVE AMENDMENT NO. 01 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 \$260,000.00, FOR THE PERIOD OF FEBRUARY 14, 2019 THROUGH MAY 31, 2020, 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)
- **33. APPROVE INTERLOCAL AGREEMENT 18-086IL (NDOT AGREEMENT NUMBER P073-19-016), WAYCARE ARTIFICIAL INTELLIGENCE SYSTEM FOR TRAFFIC SAFETY AND TRAFFIC FLOW OPTIMIZATION, BETWEEN THE RTC AND THE STATE OF NEVADA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION (NDOT), IN THE NOT-TO-EXCEED AMOUNT OF \$260,000.00 FOR THE PERIOD OF FEBRUARY 14, 2019 THROUGH MAY 31, 2020, WITH THREE ONE-YEAR RENEWAL OPTIONS, PURSUANT TO NEVADA REVISED STATUTE 277.180, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AGREEMENT OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

- **34. RECEIVE A RECOMMENDATION FROM THE EVALUATION COMMITTEE TO SELECT AND AWARD CONTRACT NO. 19-011, STADIUM DISTRICT TRANSPORTATION PLAN, TO ATKINS NORTH AMERICA, INC. IN THE AMOUNT NOT-TO-EXCEED \$179,836.40 FOR 12 MONTHS FROM NOTICE TO PROCEED, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT; OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)
- **35. APPROVE AMENDMENT NO. 01 TO CONTRACT 19-020DS, LAS VEGAS BOULEVARD MAX STATIONS AMERICANS WITH DISABILITIES IMPROVEMENTS DESIGN SERVICES, WITH CA GROUP, INC IN THE NOT-TO-EXCEED AMOUNT OF \$5,500.00 FOR THE BASE TERM CONTRACT PERIOD, FOR A REVISED TOTAL NOT-TO-EXCEED BASE TERM CONTRACT AMOUNT OF \$76,900.00, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

Finance

- **36. APPROVE AND ADOPT THE 2019 DEFEASANCE REQUEST RESOLUTION, RESOLUTION 532 REQUESTING THE BOARD OF CLARK COUNTY COMMISSIONERS DEFEASE AND REDEEM THE OUTSTANDING HIGHWAY REVENUE (MOTOR VEHICLE FUEL TAX) IMPROVEMENT AND REFUNDING BONDS, SERIES 2007, (THE 2007 BONDS), AND THE HIGHWAY REVENUE (MOTOR VEHICLE FUEL TAX) IMPROVEMENT BONDS, SERIES 2010A1 (TAXABLE DIRECT PAY BUILD AMERICA BONDS), (THE 2010A1 BONDS); AUTHORIZE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)
- **37. APPROVE THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF ENVIRONMENTAL PROTECTION BUREAU OF AIR QUALITY PLANNING SUBGRANT AGREEMENT AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

****END OF CONSENT AGENDA****

ADMINISTRATION AND FINANCE

Administration

- 38. APPOINT THREE MEMBERS AND AN ALTERNATE TO THE RTC FINANCE COMMITTEE (FOR POSSIBLE ACTION)

Government Affairs

- 39. 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

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

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

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

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

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

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

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

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

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: GENERAL MANAGER’S REPORT		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE THE GENERAL MANAGER’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,

DocuSigned by:

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TINA QUIGLEY
General Manager

mld

RTC Item #3
February 14, 2019
Non-Consent

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR'S REPORT		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER 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,

DocuSigned by:

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TINA QUIGLEY
General Manager

mld

RTC Item #4
February 14, 2019
Non-Consent

MINUTES
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
JANUARY 10, 2019

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 JANUARY 3, 2019**

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

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

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

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

RTC Website
www.rtcnv.com

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

CALL TO ORDER

Mr. Larry Brown, Chair, called the meeting to order at 9:18 a.m. in the Commission Chambers of the Clark County Government Center.

MEMBERS PRESENT:

Larry Brown, Chair, Clark County
Isaac Barron, City of North Las Vegas
George Gault, City of Mesquite
Jim Gibson, Clark County
Carolyn Goodman, City of Las Vegas
Rudy Malfabon, Nevada Department of Transportation (*ex-officio*)
Lois Tarkanian, City of Las Vegas
Rod Woodbury, City of Boulder City

MEMBERS ABSENT:

Debra March, Vice Chair, City of Henderson

RTC STAFF:

Tina Quigley, General Manager
Fred Ohene, Deputy General Manager
M.J. Maynard, Deputy General Manager
Greg Gilbert, Outside Legal Counsel
David Swallow, Senior Director of Engineering and Technology
Angela Castro, Senior Director of Government Affairs and Media Relations and Marketing
John Peñuelas, Jr., Director of Engineering Services – Streets and Highways
Aileen Magnera, Advertising and Creative Supervisor
Theresa Gaisser, Principal Project Engineer
Marin DuBois, Management Analyst

INTERESTED PARTIES:

Joe Damiani
Havander Davis
Aleta Dupree
Sergio Guerrero
Monique Hammond
Yin Nawaday
Stephanie Vrsnick

RTC Item #5
February 14, 2019
Consent

Item:
1. CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION
Comments: Chair Larry Brown opened the first comment period for citizens participation. He called on Mr. Joe Damiani, who made the following comment: <i>Mr. Chairman and members of the Commission, Joe Damiani, Manager of Engineering for Streets and Highways. I am requesting Item 43 be pulled from the Consent. Basically, if I could hand these out, I have a one-page summary of the issues. I was employed with the RTC as of September 25, 2017. Prior to that, I was employed with Clark County from 2008 until my employment here. When I was hired, I was instructed that I wasn't eligible for longevity. I wasn't really given a reason to why, I just took it as I didn't get longevity. So, when I finally got my management compensation plan, I reviewed it and I looked at the longevity section, and if you can see in the handout, the current language, which was in place as of September 11, 2008, basically states, the highlighted sections are credible service includes RTC and Clark County service time. And then the other highlight section, which is important, which basically says, if you are hired after June 30, 2007, you're not eligible for longevity, which would have included me. But then there is the exception. And the exception says, for those new hires who have previously received longevity with either the RTC or Clark County. Since I was hired with Clark County in 2008, in 2016, I received my first longevity check, in 2017 I received my second longevity check, which was in September of 2017 and then I hired on here on September 25, 2017, right after. I was previously receiving longevity prior to. Now, what HR was telling me, is that they were enforcing it the way the proposed language is. Prior to October 1, 2008, Clark County service is not considered credible. All I kept asking them was that, that's fine, but that's not what the document says. This language was put in in September 11, 2008. And it wasn't changed in April 2009 when it got acted on at the Board. And it wasn't changed in September 2013 when it was acted on at the Board. So, I am just requesting that the Board authorize HR to reinstate my eligibility for longevity.</i>
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: Mayor Pro Tem Lois Tarkanian made a motion to approve the agenda.
Vote/Summary: 7 Ayes. 0 Nays. The motion carried. Ayes:, Larry Brown, Isaac Barron, George Gault, Jim Gibson, Carolyn Goodman, Lois Tarkanian, Rod Woodbury Nays: None Absent: Debra March

Item:

3. RECEIVE THE GENERAL MANAGER’S REPORT

Comments:

Following a detailed PowerPoint presentation [attached], Ms. Tina Quigley, General Manager for the Regional Transportation Commission of Southern Nevada (RTC), gave the General Manager’s Report. She began by welcoming two new RTC Board of Commissioners (Board) members – Clark County Commissioner and City of Mesquite Councilman George Gault. Ms. Quigley briefly highlighted their backgrounds before welcoming them to the meeting.

Next, Ms. Quigley recognized several transit operators, starting with Ms. Monique Hammond of Transdev. Ms. Quigley shared Ms. Hammond’s operator history, noting that Ms. Hammond had received more customer compliments in 2018 than any other operator. Ms. Hammond thanked the Board for its recognition. Then, Ms. Quigley recognized Mr. Sergio Guerrero of AlliedUniversal. She recounted how Officer Guerrero rose to the rank of supervisor, highlighting a recent instance where he reacted quickly when a passenger at the Bonneville Transit Center experienced a medical episode. His quick action helped the customer receive the care needed. Mr. Guerrero thanked the Board for its recognition.

From there, Ms. Quigley requested that the Board hold the rest of the General Manager’s Report due to some of the Board members needing to leave the meeting early. No members expressed objection. [The RTC Board held this Item until after discussion of Items 5-44, at which point they resumed their discussion of the General Manager’s Report.]

Ms. Quigley announced that the Federal Transit Administration (FTA) had awarded the RTC and the City of Las Vegas with a \$300,000.00 grant to develop a transit-oriented development (TOD) plan for Maryland Parkway. This project will evaluate the potential of TOD along Maryland Parkway from Sahara Avenue through Downtown Las Vegas to the Las Vegas Medical District. She noted that this was a highly competitive grant program, so it was great that the RTC was one of the recipients.

From there, Ms. Quigley introduced Mr. John Peñuelas, Director of Engineering Services – Streets and Highways for the RTC to update the Board regarding Fuel Revenue Indexing (FRI). Mr. Peñuelas spoke to provide an update on the progress of the RTC’s FRI program, both the initial three-year FRI funding and the 10-year extension. He reminded the Board that when Assembly Bill (AB) 413 was passed in the 2013 Legislative Session, it gave the RTC the ability to fund up to \$700 million in projects. Local agencies developed a list of 225 critical roadway projects, all of which had been awarded. He noted some key statistics for the Board, stating that 171 projects were completed and 54 projects were under construction. Through those projects, 78 local small businesses were put to work. Approximately \$628 million was awarded in FRI funding, creating nearly 8,101 jobs. Mr. Peñuelas added that all 225 projects were expected to be completed by the end of the year.

Furthermore, Mr. Peñuelas continued, the extension of FRI, through Question 5 in 2016, allows the RTC to fund an additional \$3 billion in projects and create 25,000 new jobs. He gave an overview of where those projects are at, noting that there are 59 design and construction projects with agencies. Approximately \$141 million has been awarded in FRI extension funding, creating nearly 1,228 jobs. Of those projects, 16 local small businesses were put to work.

Motion:




No motion was necessary.




Vote/Summary:



No vote was taken.

CONSENT AGENDA (ITEMS 5 THROUGH 53)

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 December 13, 2018 (FOR POSSIBLE ACTION)
***6.	ADOPT AMENDMENTS TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)
***7.	RECEIVE A REPORT ON THE SUMMARY OF FISCAL ACTIONS RELATED TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)
***8.	APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX DIRECT DISTRIBUTION FUNDS FOR ENGINEERING FOR CLARK COUNTY PROJECT 221A MVFT; CASINO DRIVE, NEEDLES HIGHWAY TO HARRAH'S HOTEL (FOR POSSIBLE ACTION)
***9.	APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT TO REVISE THE SCOPE OF WORK, EXTEND THE PROJECT COMPLETION DATE, INCREASE FUNDING, AND APPROVE A REVISED AUTHORIZATION TO PROCEED FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CLARK COUNTY PROJECT 099C-MVFT; HOLLYWOOD BOULEVARD, CHARLESTON BOULEVARD TO LAKE MEAD BOULEVARD (FOR POSSIBLE ACTION)
***10.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING FOR CITY OF LAS VEGAS PROJECT 123E-FTI2; ALEXANDER ROAD OVERPASS AT U.S. 95 (FOR POSSIBLE ACTION)
***11.	APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR ENGINEERING FOR CITY OF LAS VEGAS PROJECT 178N-MVFT; PEDESTRIAN SAFETY UPGRADES FISCAL YEAR 2019 - CITY OF LAS VEGAS (FOR POSSIBLE ACTION)
***12.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4 TO INCREASE PROJECT FUNDING AND APPROVE A REVISED AUTHORIZATION TO PROCEED FOR ENGINEERING, RIGHT-OF-WAY, AND CONSTRUCTION FROM FUEL REVENUE INDEXING FUNDS FOR CITY OF LAS VEGAS PROJECT 179A-FTI; 6TH STREET, BRIDGER AVENUE TO STEWART AVENUE (FOR POSSIBLE ACTION)
***13.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 TO INCREASE PROJECT FUNDING AND APPROVE A REVISED AUTHORIZATION TO PROCEED FOR ENGINEERING AND RIGHT-OF-WAY FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 089G- FTI2; LAS VEGAS BOULEVARD, STEWART AVENUE TO SAHARA AVENUE (FOR POSSIBLE ACTION)
***14.	APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO REVISE THE SCOPE OF THE PROJECT, INCREASE PROJECT FUNDING, AND APPROVE A REVISED AUTHORIZATION TO PROCEED FOR

ENGINEERING FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF LAS VEGAS PROJECT 135AB3-MVFT; ARTERIAL RECONSTRUCTION: 2019 CITY OF LAS VEGAS MAINTENANCE (FOR POSSIBLE ACTION)
**15. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR ENGINEERING FOR CITY OF HENDERSON PROJECT 135AB4-MVFT; ARTERIAL RECONSTRUCTION: 2019 CITY OF HENDERSON MAINTENANCE (FOR POSSIBLE ACTION)
**16. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR ENGINEERING FOR CITY OF HENDERSON PROJECT 178P-MVFT; PEDESTRIAN SAFETY UPGRADES FISCAL YEAR 2019 – CITY OF HENDERSON (FOR POSSIBLE ACTION)
**17. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CONSTRUCTION OF CITY OF HENDERSON PROJECT 183B-MVFT; VALLE VERDE DRIVE, HORIZON RIDGE PARKWAY TO WARM SPRINGS ROAD (FOR POSSIBLE ACTION)
**18. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR ENGINEERING FOR CITY OF HENDERSON PROJECT 199B-MVFT; VIA NOBILA, VIA INSPIRADA TO LAS VEGAS BOULEVARD (FOR POSSIBLE ACTION)
 **19. RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 181A-FTI2; COOLIDGE AVENUE, MAIN STREET TO 4TH STREET (FOR POSSIBLE ACTION)
 **20. APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECTS 062F-FTI, 062F-MVFT, 062F-Q10 AND 062F-SB5; BUNKERVILLE ROADS (FOR POSSIBLE ACTION)
**21. APPROVE THE FINAL REPORT FOR CITY OF MESQUITE PROJECTS 063AL-MVFT AND 063AL-SB5; 2018 STREET RECONSTRUCTION PHASE II (FOR POSSIBLE ACTION)
**22. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 070M-MVFT; DURANGO DRIVE, GOWAN ROAD IMPROVEMENTS (FOR POSSIBLE ACTION)
**23. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 089L-MVFT; LAS VEGAS BOULEVARD, STEWART AVENUE TO WASHINGTON AVENUE (FOR POSSIBLE ACTION)
 **24. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 093F-FTI; CASINO CENTER BOULEVARD, STEWART AVENUE TO U.S. 95 (FOR POSSIBLE ACTION)
**25. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 135K-SB5; ARTERIAL RECONSTRUCTION PROGRAM, FISCAL YEAR 2011 (FOR POSSIBLE ACTION)
**26. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 142Q2-MVFT; ENTITY NON-PROJECT SPECIFIC EXPENSES, FISCAL YEAR 2018 (FOR POSSIBLE ACTION)
**27. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 146G-SB5; BUS TURNOUTS PROJECT- FISCAL YEAR 2011 (FOR POSSIBLE ACTION)

	<p>**28. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 146M-FTI; BUS TURNOUTS, CHARLESTON BOULEVARD TO BOULDER HIGHWAY TO NELLIS BOULEVARD (FOR POSSIBLE ACTION)</p>
	<p>**29. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECTS 169C-MVFT AND 169B-SB5; MAIN STREET, U.S. 95 TO OWENS AVENUE (FOR POSSIBLE ACTION)</p>
	<p>**30. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 175J-FTI; MEADOWS NEIGHBORHOOD REHABILITATION (FOR POSSIBLE ACTION)</p>
	<p>**31. APPROVE THE FINAL REPORT FOR CITY OF MESQUITE PROJECT 191D-CSF; COMPLETE STREETS PROGRAM (FOR POSSIBLE ACTION)</p>
	<p>**32. RECEIVE NOTIFICATION THAT THE MONTHLY ENTITY PROJECT FINANCIAL AND STATUS REPORTS HAVE BEEN POSTED TO THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA WEBSITE (FOR POSSIBLE ACTION)</p>
	<p>**33. 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)</p>
	<p>**34. APPROVE AMENDMENT CLARK 19-03 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)</p>
	<p>**35. APPROVE AMENDMENT NO. 06 TO CONTRACT NO. 14-011A, I-11 BOULDER CITY BYPASS – PHASE 2 DESIGN-BUILD PROJECT, WITH LAS VEGAS PAVING CORPORATION TO ADD \$184,918.68 IN FUNDING TO THE CONTRACT, ADD ADDITIONAL SCOPE OF WORK, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)</p>
	<p>**36. APPROVE AMENDMENT NO. 02 TO CONTRACT 14-068, ANNUAL REQUIREMENTS CONTRACT - DENT AND SCRATCHES REPAIR, WITH DENTPRO OF LAS VEGAS, INC. TO UTILIZE THE 90-DAY EXTENSION PERIOD, EXTEND THE CONTRACT TERM END DATE FROM DECEMBER 31, 2018 TO MARCH 31, 2019, ADD \$36,000.00 IN FUNDING, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)</p>
	<p>**37. APPROVE AMENDMENT NO. 02 TO CONTRACT NO. 17-002, HIGH CAPACITY TRANSIT PLAN, WITH NELSONNYGAARD CONSULTING ASSOCIATES TO ADD \$96,000.00 IN FUNDING TO THE CONTRACT, ADD ADDITIONAL SCOPE OF SERVICES, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)</p>
	<p>**38. APPROVE AMENDMENT NO. 01 TO CONTRACT 18-098, DATA ANALYSIS SERVICES, WITH APPLIED MARKET ANALYSIS, LLC, DBA APPLIED ANALYSIS, IN THE NOT-TO-EXCEED AMOUNT OF \$100,000.00 FOR THE BASE TERM CONTRACT PERIOD OF MAY 24, 2018 THROUGH JUNE 30, 2019, FOR A REVISED TOTAL NOT-TO-EXCEED BASE TERM CONTRACT AMOUNT OF \$200,000.00, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)</p>
	<p>**39. AWARD CONTRACT 19-034DS, DESIGN SERVICES FOR THE SUNSET MAINTENANCE FACILITY (SMF) BUS WASH PROJECT, TO HDR ENGINEERING, INC (HDR) IN THE AMOUNT NOT-TO-EXCEED \$196,160.75 FOR THE PERIOD OF 18 MONTHS FROM NOTICE-TO-PROCEED AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)</p>
	<p>**40. APPROVE CONTRACT NO. 19-035DS, DESIGN SERVICES FOR PHASE VII SLIMLINE BUS SHELTER LOCATION EXHIBITS, TO INNOVA TECHNOLOGIES, INC. IN THE AMOUNT NOT-TO-EXCEED \$129,906.00 FOR THE PERIOD FROM NOTICE TO PROCEED PLUS 45 WEEKS AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)</p>

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

****42. APPROVE AND ADOPT THE RTC'S AMENDMENT TO THE MERIT PERSONNEL POLICIES AND PROCEDURES (FOR POSSIBLE ACTION)**

****43. APPROVE AND ADOPT THE RTC'S AMENDMENT TO THE MANAGEMENT COMPENSATION AND BENEFITS PLAN LONGEVITY CLARIFICATION (FOR POSSIBLE ACTION)**

Comments:

Chair Larry Brown discussed approving the Consent Agenda. Referring to the comments during the initial Citizens Participation Item, he noted that the item would need to be revisited or brought back at a later date. He said the Regional Transportation Commission of Southern Nevada Board of Commissioners would defer to RTC staff for recommendations on this issue.

Motion:

Mayor Rod Woodbury made a motion to approve the Consent Agenda.

Vote/Summary:

7 Ayes. 0 Nays. The motion carried.

Ayes:, Larry Brown, Isaac Barron, George Gault, Jim Gibson, Carolyn Goodman, Lois Tarkanian, Rod Woodbury

Nays: None

Absent: Debra March

Item:

44. RECEIVE AN UPDATE ON THE RESORT CORRIDOR FEASIBILITY STUDY BEING CONDUCTED AS PART OF THE OVERALL ON BOARD PLAN

Comments:

Following a detailed PowerPoint presentation [attached], Mr. David Swallow, Senior Director of Engineering and Technology for the Regional Transportation Commission of Southern Nevada (RTC), updated the RTC Board of Commissioners (Board) on the Resort Corridor Feasibility Study (Study). He said that part of the overall On Board effort involved conducting a feasibility study on how high-capacity transit (HCT) may affect system access around the Resort Corridor. This was an important part of creating long-term projections for transit in the area. There are three critical links present in the Resort Corridor: McCarran International Airport (Airport) to the Las Vegas Strip (Strip), movement along the Strip, and between the Strip and Downtown Las Vegas (Downtown).

Mr. Swallow then detailed several of the Study's goals, one of which involves soliciting customer feedback. He said the in-person surveys that were being used to collect this feedback, noting that over 1,700 individuals were surveyed. Additionally, a Wi-Fi-based survey in the Airport collected feedback from roughly 1,300 more respondents. Mr. Swallow shared some of the results. Of all the respondents, 94 percent were either satisfied or highly satisfied with their ability to get around Las Vegas. Another key point was that 50 percent of respondents used ridesharing in some form, which is important information to fold back into the program.

Looking into the future, Mr. Swallow acknowledged that visitorship to the area would likely increase, along with increased transit use in the region. He reviewed further information included in the report, specifically detailing the modes of transit most commonly used among each of the three critical Resort Corridor links. Of all the trips taken, light rail (LRT) was the most common choice (46 percent)

followed by ridesharing (18 percent) and taxis (13 percent). Mr. Swallow explained the process by which these responses were collected and the efforts to keep the information as objective as possible.

Next, Mr. Swallow went over the fare sensitivity metric, which was another way of reporting how much people would be willing to pay for a trip. Riders were generally willing to pay higher fare rates for light rail than buses, although the existing data showed similar fare curves for both options.

Mr. Swallow then reviewed the transit technologies element, describing each of the criteria used to review possible transit technologies. This included visitor experience, value, constructability/disruption, speed, reliability, accessibility, convenience, potential ridership, and roadway capacity in terms of people throughput. After touching on each component, he listed and described each of the technology options. This included the Deuce, limited stop bus service (SDX), bus rapid transit (BRT), modern streetcar, European tram, people mover, monorail/elevated transit, light rail, and gondola. He said the three options that were determined to be the most viable for the Study included the Deuce, SDX, and European tram. He then highlighted some of the pros and cons of each of these options. He noted that the Deuce/SDX options are lower cost, featuring more flexibility and more stops, while the European Tram is higher cost, but with more rider capacity and fewer stops. He provided some ridership data on the current state of the Resort Corridor and how riders get around.

To incorporate new types of transit, Mr. Swallow explained that six different scenarios are being considered. Each feature a different combination of transit strategies. This includes the following:

1. Existing Deuce and SDX – The transit options already in use on the Resort Corridor, but with no direct connection to the Airport.
2. Enhanced Bus (Deuce and Airport SDX) – Involving rerouting SDX to provide direct access to the Airport.
3. European Tram – Removing buses altogether and replacing with a tram, which offers similar rider capacity to what already exists.
4. European Tram (Strip and Airport) – Using the European Tram and connecting with the Airport, with the potential for building better ridership capacity over time.
5. European Tram and Airport SDX – Mixing the European Tram with bus service, offering increases in potential ridership similar to Alternative 2.
6. Deuce and Airport European Tram – Keeping the Deuce in place and using a European Tram to connect the Airport to Downtown, offering noteworthy increases in ridership.

Mr. Swallow then provided data on the ridership increases (and cost increases) of each of the six options:

1. Alternative 1: 41,900 estimated daily ridership, \$31,740,000.00 net operating surplus (deficit)
2. Alternative 2: 54,100 estimated daily ridership, \$406,114,000.00 net operating surplus (deficit)
3. Alternative 3: 47,500 estimated daily ridership, \$74,014,000.00 net operating surplus (deficit)
4. Alternative 4: 69,200 estimated daily ridership, \$580,436,000.00 net operating surplus (deficit)
5. Alternative 5: 59,700 estimated daily ridership, \$202,549,000.00 net operating surplus (deficit)
6. Alternative 6: 63,600 estimated daily ridership, \$549,777,000.00 net operating surplus (deficit)

Mr. Swallow pointed out that, while these costs seem significant, they would be costs incurred over the next 20 years and do not include other considerations, such as grant funding. Overall, he noted that Alternatives 1, 2, and 6 seem the most promising. However, more detailed financial analysis needs to be completed before decisions can be made.

Lastly, Mr. Swallow reviewed the transit stop improvements discussed in the study. He said this includes improved wayfinding/customer experience, speed-boarding processes, improve guest awareness of transit options, longer transit stops for multiple vehicles and/or longer vehicles, enlarge and integrate pedestrian waiting areas, and reduce right-lane conflicts.

In terms of next steps, Mr. Swallow explained that these recommendations were being socialized to key stakeholders throughout the Resort Corridor and surrounding areas. These findings will be incorporated into the larger On Board Plan, followed by a process of creating more near- and long-term recommendations to improve transit in the area.

Councilman Isaac Barron asked which option has the best viability for expansion to outlying regional areas. Mr. Swallow said that was being taken into consideration, including what ramifications each option would have on the long-term growth of the region. While buses offer the easiest expansion, how each of the transit options could be built out to other parts of the Las Vegas Valley are being explored. Mr. Barron then inquired as to if there are any calculations on how the carbon footprint of each option compares. Mr. Swallow said this was not part of this particular Study, but assured Councilman Barron that this issue will be examined in the scope of the larger On Board Plan.

Mayor Carolyn Goodman agreed with what had been said about coordinating transit throughout the community. She praised the efforts so far and hoped the conversation would continue to move forward. Commissioner Jim Gibson concurred with Mayor Goodman and said it is important for elected officials in each region to receive this information. There are many critical pieces, and it is important that the information get spread around, as the region is growing too fast to ignore these HCT options for much longer.

Mayor Pro Tem Lois Tarkanian recalled hearing that there is less desire for rail-based transportation. She asked that someone confirm this perspective. Mr. Swallow responded that from the visitors' perspective, the data actually suggested that rail is the preferred transit option.

As the discussion drew to a close, Ms. Quigley suggested later discussion on how to disseminate this information to other agencies. Mr. Gibson agreed, stating that it would be great information to bring back to Clark County. He stated that Clark County is preparing to do a major infrastructure revision, so these topics are crucial for understanding what would happen in the coming years. He directed staff to present this information to all of the local jurisdictions.

Motion:

No motion was necessary.

Vote/Summary:

No vote was taken.

Item:

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

Comments:

Mr. Rudy Malfabon, Director for the Nevada Department of Transportation (NDOT), provided the NDOT Director's Report. He began by announcing NDOT's groundbreaking event for the newly-completed Centennial Bowl interchange, which would be held on January 22, 2019. This interchange will provide a vital connection between the north/south and east/west routes in the area.

In regard to the federal shutdown, Mr. Malfabon noted that it will not affect NDOT's highway funding, but it will affect transit funding. NDOT is responsible for rural transit, and Mr. Malfabon noted that

NDOT will be helping to support these rural providers throughout the shutdown. Unfortunately, the shutdown could delay federal approvals for some active projects, so NDOT was still waiting to see how these issues might shake out.

Mr. Malfabon stated that there would not be a Transportation Board meeting in January 2019 because of the new constitutional officers on it. The new members needed to be briefed and brought up to speed on their roles. He anticipated the next meeting to be held in February 2019.

Next, Mr. Malfabon reported that NDOT had taken over maintenance of a portion of the southern beltway as of 2019, and was working on taking ownership over the entirety of Summerlin Parkway's maintenance. He said these details are still being worked out.

In closing, Mr. Malfabon announced that he would soon be retiring as NDOT Director. He praised the efforts of the Regional Transportation Commission of Southern Nevada (RTC). He emphasized the importance of the RTC's collaboration with NDOT. Although there was a lot going on, he affirmed that NDOT would be committed to delivering projects on the FRI 2 list, as agreed-upon in the previous fall. Ms. Tina Quigley, General Manager for the RTC, and Commissioner Jim Gibson both thanked Mr. Malfabon for his service and efforts with NDOT over the years. Councilman Isaac Barron also thanked Mr. Malfabon for his contributions to NDOT and the work NDOT was able to achieve with Mr. Malfabon at the helm.

Motion:

No motion was necessary.

Vote/Summary:

No vote was taken.

Item:

45. RECEIVE A PRESENTATION ON THE PROGRESS OF YEAR ONE GOALS FOR THE TRAFFIC SIGNAL MOBILITY VISIONING PROJECT

Comments:

Following a detailed PowerPoint presentation [attached], Ms. Theresa Gaisser, Principal Project Engineer for the Regional Transportation Commission of Southern Nevada (RTC), updated the RTC Board of Commissioners (Board) on the progress of Year One goals for the Traffic Signal Mobility Visioning Project (Project). She explained that the Project involves providing a framework of strategies for emerging technology opportunities, with the goal of incorporating more data-driven decisions into the strategy. All of the data collected in the project is being sent to Icebox Consulting, who will aid in the data analysis. From there, Ms. Gaisser introduced Ms. Yin Nawaday of Icebox Consulting (Icebox) to provide further details.

Ms. Nawaday explained that this presentation would be a high-level overview of what was being done in the data analysis processes. To begin, Ms. Nawaday reviewed how data is a key component to several elements of the RTC's Mobility Roadmap. This Project outlines steps to developing the foundational elements to support those data objectives. The goals of this Program involve understanding more about data origins, commonalities, and governance, with the end goal of coming up with recommendations for the next steps in the Project.

Then, Ms. Nawaday provided more details on the "big data" portion of the Project. In this context, big data refers to the volume, velocity, and variety of the data included. She further explained these requirements and what characteristics make up big data. She noted that the bottom line is that the RTC is working with big data in this Project, which will be crucial moving forward. Big data will provide

insights and details into risk management, workflows, security, and talent management. Ms. Nawaday noted that beyond what had already been collected, there would be far more data coming in over the next 12 to 18 months.

Understanding this data, Ms. Nawaday continued, involves three steps as part of the process. This includes the following: descriptive – what has happened; predictive – what will happen; and prescriptive – what we need to make happen. These pieces are crucial to Icebox’s understanding of the data. Looking forward, data will become an increasingly important part of the transit decision-making process, including decisions for Smart Cities, the Internet of Things, and other emerging technology options.

Mr. Rudy Malfabon, Director for the Nevada Department of Transportation, asked whether it is difficult to hire data administrators and how Icebox is handling that issue. Ms. Nawaday replied that she could not speak for the public sector overall, but said the options available are being assessed. She admitted that there is a shortage of talent in this area, so there would be a lot of competition for those experts.

Ms. Tina Quigley, General Manager for the RTC, briefly mentioned that the Freeway and Arterial System of Transportation (FAST) had collected large quantities of data in the past, but had focused less on the data analysis side of things. The use cases for the information had not yet been explored, so this is an important first step in turning these data points into actionable insights.

Motion:

No motion was necessary.

Vote/Summary:

No vote was taken.

Item:

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

Comments:

Ms. Tina Quigley, General Manager for the Regional Transportation Commission of Southern Nevada, remarked that there were not any issues to discuss under this item.

Motion:

No motion was necessary.

Item:

47. 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:

Commissioner Jim Gibson conducted the meeting’s second period for citizens participation. He called on Ms. Aleta Dupree, who made the following comment:

Commissioner Gibson, thank you. Aleta Dupree for the record. Speaking again on miscellaneous RTC stuff. So a lot of good things, I hope we can see rail here, I personally would prefer New York City style

subway, but that might be too rich for most peoples' blood, but I think a lot of the casinos they have these big basements and I can imagine subway passengers coming out into the casinos from the trains, throw some high-speed rail in there, it'd be really nice. So, I'm not riding the bus a whole lot. I've been walking six miles a day. But I still ride it enough where I can buy passes on the app, but as my walking increases, I may be going to single fares, which means that I'll be doing single rides using the \$1.50 two-hour pass, so I can buy that on the app, because I'm not going to go out and withdraw dollar bills. And I may be overpaying for that, but I need the convenience. I think it's important to look at fare policy in dealing with the Strip. Maybe we shouldn't be looking so much at the Strip versus general market. I ride the Strip but yet I am buying general market passes, because I buy them for 15 or 30 days at a time, so I'm not really showing up in the mix at all. So, I think there should be a uniform policy and our minimum fare I think should go away from a single ticket, but to have our minimum fare be a timed pass, such as two hours that we have. You see that in San Francisco and L.A., and now Denver has a three-hour minimum, and you can buy all the fares in Denver on the app. So, we can hopefully eliminate a lot of the cash payment and continue the push to move away from paper tickets. So since I last saw you, I got this neat little thing called a contact list debit card. There are actually millions of them out there, but most people don't know what the little sideways Wi-Fi symbol is. It's very fast. That might be our future fare payment along with the app. That's how we can move away from paper tickets, so I use this, maybe i will have to show you all in action someday. And I think it's important we continue to work on the rideshare for disabled passengers. You are serving me, the Veteran's Transport Network took me on a very good ride, but I rode in the big bus all by myself. The driver was very nice. It was very safe, but it probably cost about \$40.00. I punched in a Lyft calculation from here to that same location, they could do it for about \$20.00. These are things to think about as I get on my way and get ready to ride another bus. Thank you.

Next, Mr. Havander Davis made the following comment:

Good morning, Commissioners. Happy new year. I'm Havander Davis, and I've been coming here for about a year, and I'd still would like for you guys to work on extending the service area for persons with disabilities. There's still a lot of us who aren't able to get around, because we may live outside of the service area, and it'd be nice for us to be able to go where we'd like to go. Thank you.

Ms. Stephanie Vrsnick made the following comment:

Good morning Commissioners. My name is Stephanie Vrsnick, and I'm speaking in front of you for the 14th time. I'm very disappointed to see that I've only got three members to speak to. Public comment, that I've seen, doesn't seem to be important enough to have our members stay until the end of the meeting. However, I've got new members, and nobody is really familiar with my story, so short story is, I'm half a mile outside the service area. My son works at the Nellis Air Force Base Commissary, and he's been there for over 15 years. He's a federal employee. I have to take him to work, and RTC will bring him to the library, but will not bring him to my home, because I am half a mile outside of the service area. I'm asking RTC to expand that service area to the way it was in 2011, which was one and a half miles. What the ADA requires is, three-quarters of a mile, but in 2011, we were going on one and a half miles outside the service area. So, last month, I stated that my opinion, I felt the peer review study that was conducted by Dr. Monteiro, did not address the unique, growing needs of this community. For the last two months, and I know I'm speaking to new members, so you guys weren't here, but for the last two months I've asked this commission for their feedback and their viewpoint on the peer review study. I still haven't received an answer. Have you even read the study? Have you even listened to my testimony? Do you even care? Recently, I spoke to a grandma who is raising her grandson with Autism. He's 21 years old. She lives in the 89131 ZIP code in the northwest. She has

lived there for 11 years, and she's not in the service area. She transports her grandson everywhere, and she's in her 70s. Soon she won't be able to do that anymore. Then what will happen? Do you even care? Last week I heard on the news that Las Vegas is one of the fastest growing cities in the country. It also reported that Las Vegas is one of the top cities for seniors to retire. Our growth will only continue to grow. How many people will buy homes and not have transportation? I find it ironic that almost every casino has a paratransit stop. So if you live in the service area, you can go to any casino in the city, however you can't pick up your mail at certain post offices or go to a cemetery to visit your loved ones. There's something morally wrong with that. Do you even care? This commission needs to understand that they are not meeting the needs of this community. Members of our community who are taxpaying citizens and registered voters, just like my son, have no transportation. If I'm not here to drive him to work, he would lose his job. A federal job that he's held for over 15 years. His benefits and retirements would go away. That's not fair. He doesn't deserve that. Do you even care? In closing, the Americans with Disabilities Act was designed to protect the rights of people with disabilities. Give access to transportation. Again, I'm asking this commission to restore the service area back to the way it was in 2011, eight years ago.

Motion:

No motion was necessary.

Vote/Summary:

No vote was taken.

ADJOURNMENT

The meeting adjourned at 10:32 a.m.

Respectfully submitted,

DocuSigned by:
Marin DuBois
67F25985C7F8458...

Marin DuBois, Recording Secretary

DocuSigned by:
Marek Biernacinski
26AA405162134B0...

Marek Biernacinski, Transcription Secretary

Longevity Pay

Current Language (as of September 11, 2008):

“Employees appointed/ hired/ reclassified / promoted to an RTC Management position prior to July 1, 2007, shall upon completion of five (5) years of creditable service, receive an annual lump sum payment equal to 0.57 of one percent (.57%) of base pay per each year of service.

Creditable service includes RTC and Clark County service time.

Employees hired into Management Position subsequent to June 30, 2007 shall not be eligible for longevity pay, **except for those new hires who were previously receiving longevity with either RTC or Clark County.** Current RTC employees who have been reclassified as a result of a classification and compensation audit will be eligible for Longevity pay.

For current RTC employees who have been promoted into a Management position may receive longevity at the General Managers Discretion.”

Proposed Language:

Employees appointed/hired/reclassified/promoted to an RTC Management position prior to July 1, 2007, shall upon completion of five (5) years of creditable service, receive an annual lump sum payment equal to 0.57 of one percent (.57%) of base pay per each year of service. Creditable service includes RTC and Clark County service time. Employees hired into a Management position after June 30, 2007 shall not be eligible for longevity pay, except for those new hires who were previously receiving longevity with either RTC or Clark County **prior to October 1, 2008. Clark County service after October 1, 2008 is not considered creditable service.** Current RTC employees who have been reclassified as a result of a classification and compensation audit will be eligible for Longevity pay.

For current RTC employees who have been promoted into a Management position may receive longevity at the General Manager’s discretion

History

December 14, 2006 – Original Document

February 14, 2008 – Employees after June 30, 2007 not eligible (no exception language)

September 11, 2008 – Revised to its current form

April 9, 2009 – No Changes

September 13, 2013 – No Changes

REGIONAL TRANSPORTATION COMMISSION

GM REPORT

January 10, 2019



WELCOME COMMISSIONER GIBSON



WELCOME COUNCILMAN GAULT



OPERATOR RECOGNITION



Monique Hammond



OFFICER RECOGNITION



Sergio Guerrero



TOD PLANNING GRANT



FUEL REVENUE INDEXING PROGRESS REPORT AS OF DEC. 31, 2018



AB 413 PASSED IN 2013 SESSION WHICH
ALLOWED THE RTC TO:

FUND APPROXIMATELY

\$700 MILLION

TO BUILD

**225 ROADWAY
TRANSPORTATION
PROJECTS**

FUEL REVENUE INDEXING PROGRESS REPORT AS OF DEC. 31, 2018

CONTRACTS
AWARDED



LOCAL SMALL
BUSINESSES



AMOUNT AWARDED



JOBS CREATED



VOTERS APPROVED QUESTION 5 IN 2016
WHICH ALLOWED THE RTC TO:

FUND APPROXIMATELY

UP TO \$3 BILLION

TO CREATE

UP TO 25,000 JOBS

FUEL REVENUE INDEXING EXTENSION PROGRESS REPORT AS OF DEC. 31, 2018





RTC *Item #4*
January 10, 2019 *Presentation*



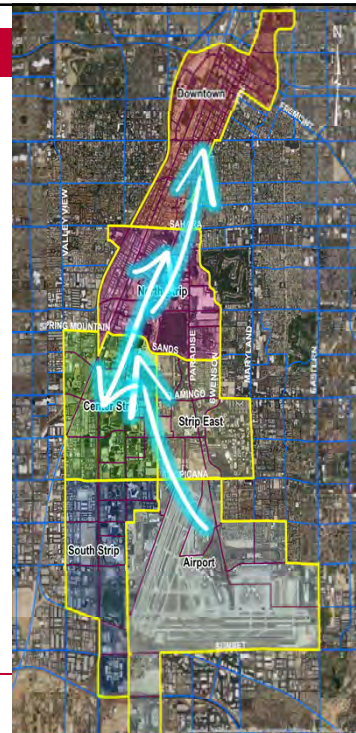


STUDY OVERVIEW

OBJECTIVE: Consider feasibility of a high-capacity transit system to improve access to, from and within the Resort Corridor

CRITICAL LINKS:

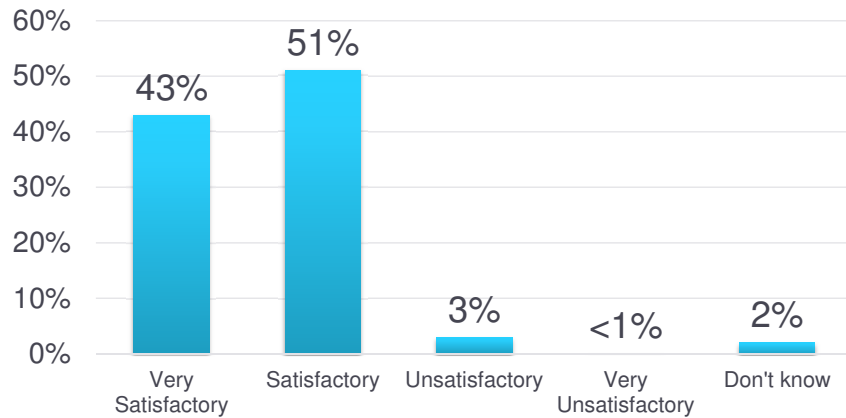
- Airport to the Strip
- Movement along the Strip
- Strip to downtown Las Vegas



Resort Corridor Feasibility Study

Stated Preference Survey

How satisfied are you with getting around Las Vegas?



Louis Berger

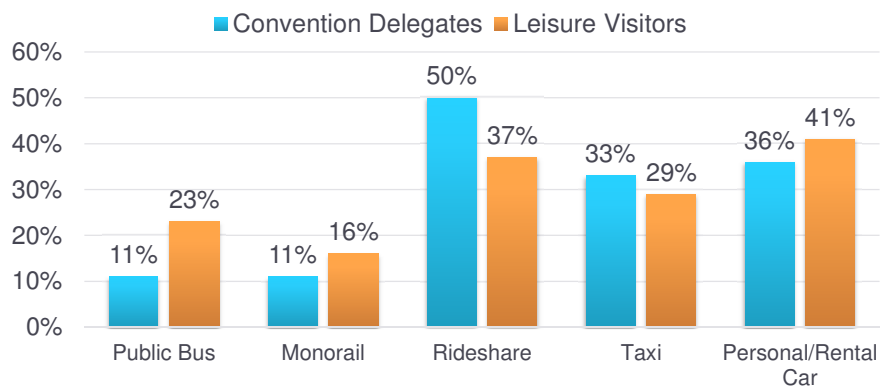
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Resort Corridor Feasibility Study

Stated Preference Survey

While in Las Vegas, which types of transportation did you choose?*

* Multiple Choices Allowed



Louis Berger

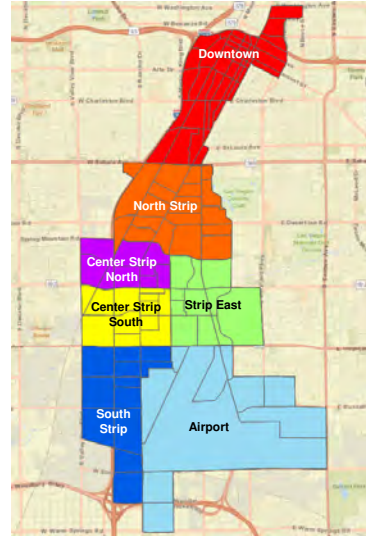
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Resort Corridor Feasibility Study

Estimated Daily Resort Corridor Visitor Trips

Projected Daily Trips with both Origin and Destination within the Resort Corridor

	Visitor Volume	Daily Visitor Trips
2020	44 M	492,000
2040	56 M	618,000
Change	+26%	+26%

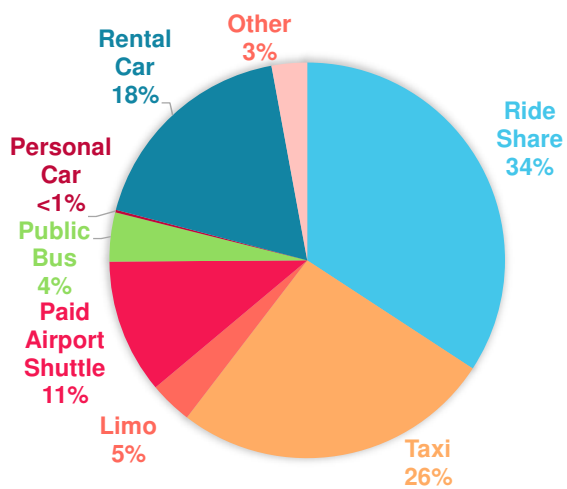


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5

Resort Corridor Feasibility Study

Stated Preference Survey



Modes of Travel to/from Airport

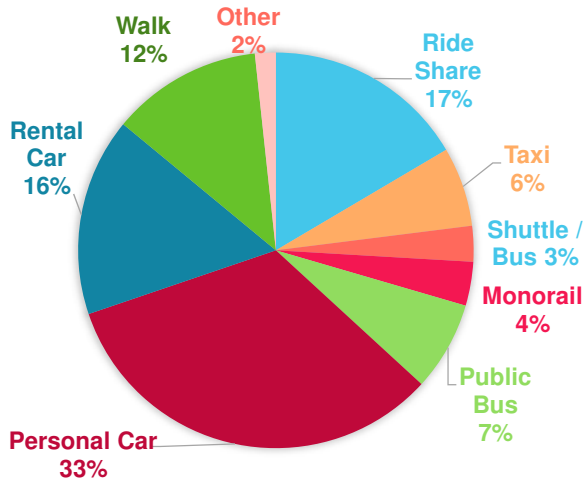


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6

Resort Corridor Feasibility Study

Stated Preference Survey



Modes of Travel along the Strip

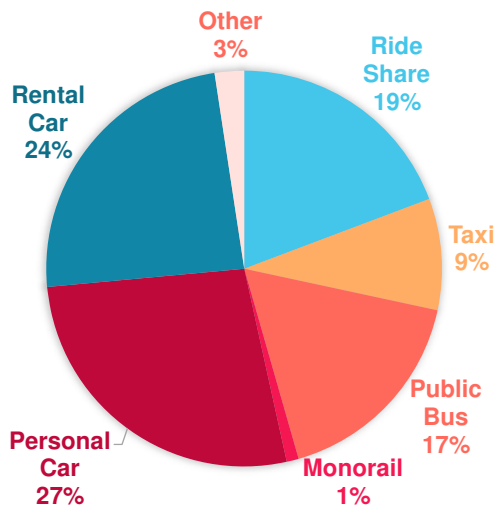


Louis Berger

7

Resort Corridor Feasibility Study

Stated Preference Survey



Modes of Travel between Strip and Downtown



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8

Transportation Modes Chosen by Respondents

Stated Preference Survey

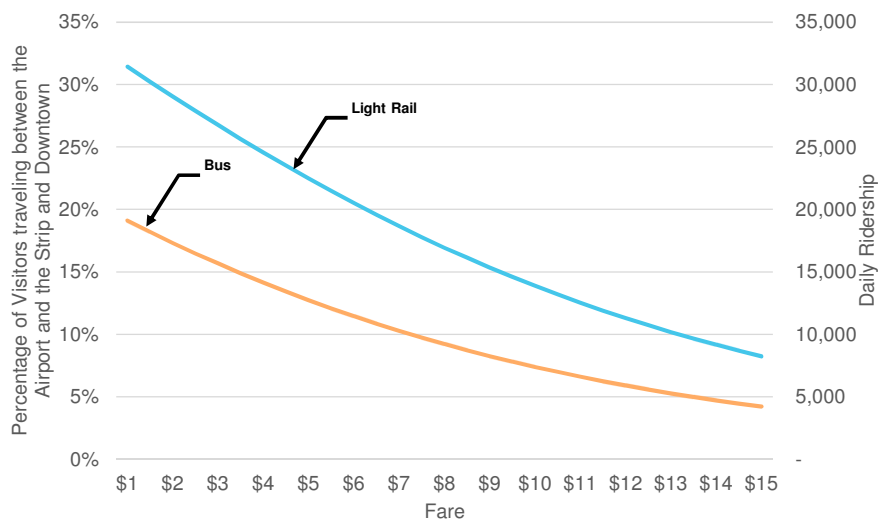
Reference Trip	Mode Chosen				
	Light Rail	Bus	Rideshare	Taxi	Car
All Trips	46%	12%	18%	13%	11%
Between Airport and Resort Corridor	52%	11%	21%	17%	0%
Between Strip and Downtown	37%	13%	14%	9%	26%
Along the Strip	45%	12%	16%	12%	16%

Louis Berger

9

Fare Sensitivity

Stated Preference Survey

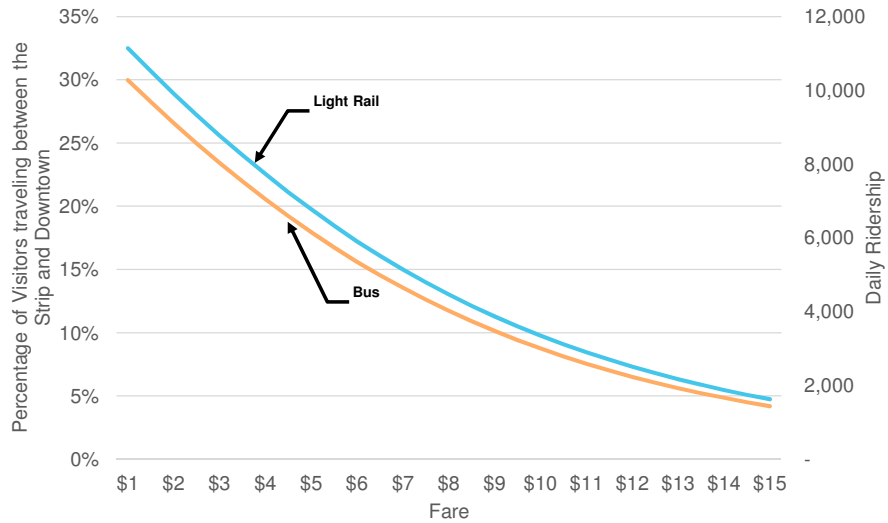


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10

Fare Sensitivity

Stated Preference Survey



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11

Resort Corridor Feasibility Study

Transit Technologies

Criteria Considered in Reviewing Transit Technologies

- Visitor Experience
- Value
- Constructability / Disruption
- Speed
- Reliability
- Accessibility
- Convenience
- Potential Ridership
- Roadway Capacity in terms of people throughput

Louis Berger

12

Resort Corridor Feasibility Study

Transit Technologies

- Deuce



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13

Resort Corridor Feasibility Study

Transit Technologies

- Deuce
- Limited Stop Bus Service (SDX)



Louis Berger

14

Resort Corridor Feasibility Study

Transit Technologies

- Deuce
- Limited Stop Bus Service (SDX)
- **Bus Rapid Transit (BRT)**



Louis Berger

15

Resort Corridor Feasibility Study

Transit Technologies

- Deuce
- Limited Stop Bus Service (SDX)
- Bus Rapid Transit (BRT)
- **Modern Streetcar**



Louis Berger

16

Resort Corridor Feasibility Study

Transit Technologies

- Deuce
- Limited Stop Bus Service (SDX)
- Bus Rapid Transit (BRT)
- Modern Streetcar
- **European Tram**



Louis Berger

17

Resort Corridor Feasibility Study

Transit Technologies

- Deuce
- Limited Stop Bus Service (SDX)
- Bus Rapid Transit (BRT)
- Modern Streetcar
- European Tram
- **People Mover**



Louis Berger

18

Resort Corridor Feasibility Study

Transit Technologies

- Deuce
- Limited Stop Bus Service (SDX)
- Bus Rapid Transit (BRT)
- Modern Streetcar
- European Tram
- People Mover
- **Monorail / Elevated Transit**



Louis Berger

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Resort Corridor Feasibility Study

Transit Technologies

- Deuce
- Limited Stop Bus Service (SDX)
- Bus Rapid Transit (BRT)
- Modern Streetcar
- European Tram
- People Mover
- Monorail / Elevated Transit
- **Light Rail**



Louis Berger

20

Resort Corridor Feasibility Study

Transit Technologies

- Deuce
- Limited Stop Bus Service (SDX)
- Bus Rapid Transit (BRT)
- Modern Streetcar
- European Tram
- People Mover
- Monorail / Elevated Transit
- Light Rail
- **Gondola**



Resort Corridor Feasibility Study

Transit Technologies

- **Deuce**
- **Limited Stop Bus Service (SDX)**
- Bus Rapid Transit (BRT)
- Modern Streetcar
- **European Tram**
- People Mover
- Monorail / Elevated Transit
- Light Rail
- Gondola



Resort Corridor Feasibility Study

Technologies included in Alternatives Analysis

Deuce and SDX



Pros

- Operates in mixed flow or exclusive lanes
- Deuce popular with visitors
- SDX faster, with limited stop service
- Frequent stops
- Maneuverable in heavy traffic
- No construction required

Cons

- Lower capacity (88 to 108 passengers)
- Slow boarding (Deuce only)
- Slowed by street congestion

European Tram



Pros

- Operates in mixed flow or exclusive lanes
- Positive visitor response
- Operates without wires
- Faster boarding
- Higher capacity (200 to 220 passengers)

Cons

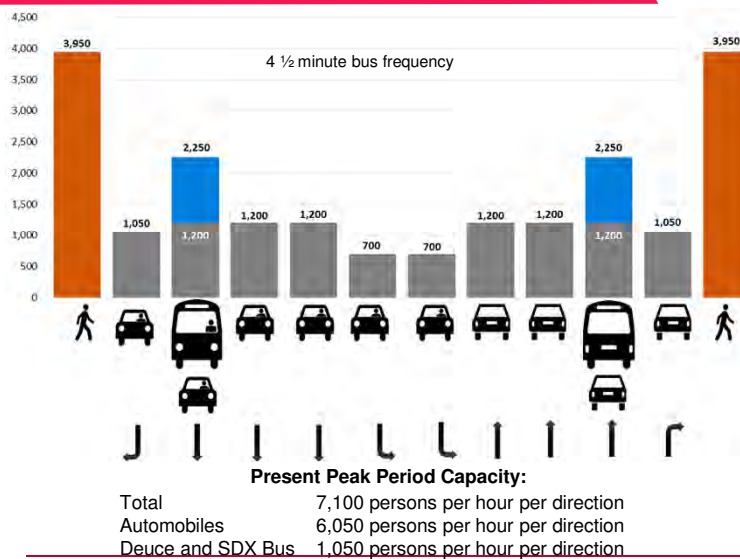
- High capital costs
- Requires construction of a track
- Slowed by street congestion
- Not maneuverable around traffic

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23

Resort Corridor Feasibility Study

Existing Deuce and SDX (persons per hour)

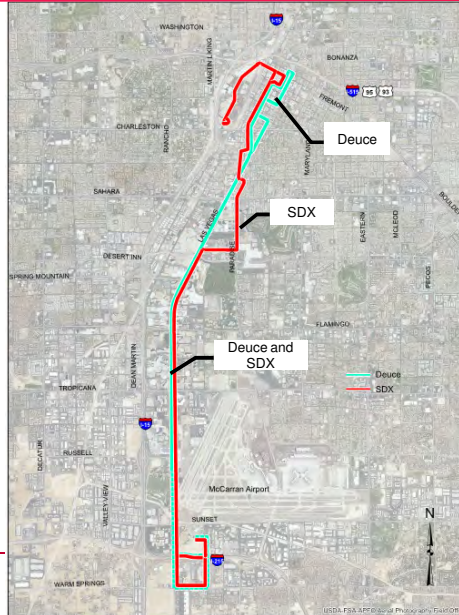


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Resort Corridor Feasibility Study

Alternative 1: Existing Deuce and SDX



Deuce



9.5 miles

SDX



11 miles

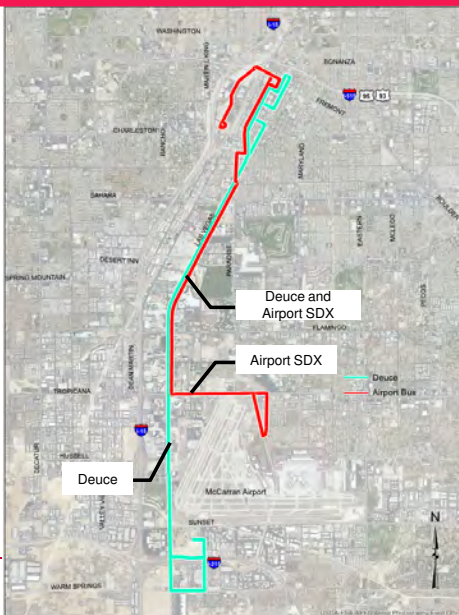
Estimated Total Average Daily Boardings

Deuce + SDX
 20,300 + 9,900 = 30,200 (2020)
 27,200 + 13,200 = 40,400 (2040)

Louis Berger

Resort Corridor Feasibility Study

Alternative 2: Enhanced Bus (Deuce and Airport SDX)



Deuce



9.5 miles

Airport SDX



9.1 miles

Estimated Total Average Daily Boardings

Deuce + Airport SDX
 30,200 + 10,200 = 40,400 (2020)
 40,400 + 10,700 = 51,100 (2040)

Louis Berger

Resort Corridor Feasibility Study

Alternative 5: European Tram and Airport SDX



European Tram



6.5 miles

Airport SDX



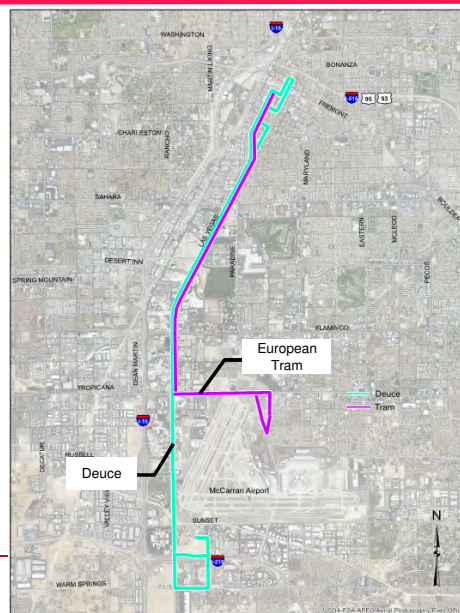
9.1 miles

Estimated Total Average Daily Boardings

European Tram + Airport SDX
 33,000 + 10,200 = 43,200 (2020)
 44,300 + 10,700 = 55,000 (2040)

Resort Corridor Feasibility Study

Alternative 6: Deuce and Airport European Tram



Deuce



9.5 miles

Airport European Tram



7 miles

Estimated Total Average Daily Boardings

Deuce + Airport European Tram
 30,200 + 18,100 = 48,300 (2020)
 40,400 + 21,700 = 62,100 (2040)

Comparison of Alternatives

	Estimated Year 2040 Total Daily Ridership
Alternative 1	41,900
Alternative 2	54,100
Alternative 3	47,500
Alternative 4	69,200
Alternative 5	59,700
Alternative 6	63,600

Louis Berger

31

Comparison of Alternatives

	Estimated Year 2040 Total Daily Ridership	Net Operating Surplus (Deficit)	Capital Deficit Requiring Additional Revenue Source
Alternative 1	41,900	\$31,740,000	(\$69,715,000)
Alternative 2	54,100	\$406,114,000	\$215,203,000
Alternative 3	47,500	(\$74,014,000)	(\$1,034,568,000)
Alternative 4	69,200	\$580,436,000	(\$618,591,000)
Alternative 5	59,700	\$202,549,000	(\$853,907,000)
Alternative 6	63,600	\$549,777,000	(\$427,779,000)

Louis Berger

32

Resort Corridor Feasibility Study

Transit Stop Improvements

RTC

- Improve wayfinding / customer experience
- Speed boarding process
 - Off board ticketing
 - Level boarding
 - Reduce pull-outs

Private Properties / Public Rights of Way

- Improve guest awareness of transit options
- Longer transit stops for multiple vehicles and/or longer vehicles
- Enlarge and integrate pedestrian waiting areas
- Reduce right-lane conflicts
 - Right turn pockets
 - Pedestrian grade separations

Next Steps

- **Present draft recommendations to stakeholders – seek consensus**
- **Incorporate results into overall On Board plan**
- **Pursue recommendations**
 - **Near-term**
 - **Long-term**


Icebox presents

RTC Big Data Pilot Overview

January 10, 2019


- Vision Roadmap & the Data Pilot
- Why – Big Data
- Future Opportunities

Icebox 2019



Data Pilot Overview

Data is a key component to several elements of the RTC’s Mobility Roadmap. This pilot project outlines steps to developing the foundational elements to support those data objectives.



Project Timeline

- 3.5 months
- 3 Phases: Discovery, Insights, Governance

Outcomes

- Know Your Data: What, Where, Who and How
- Insights: Data commonalities
- High-Level Governance
- Recommendations: Next Steps along Roadmap

Icebox 2019

What is Big Data?

03



Volume



Velocity



Variety

Icebox 2019

Why is this Important?

04

Big Data is Already Here

- All 3 V's (Volume, Velocity, Variety)
- Over 1 terabyte of data
- Deployed technologies will ramp up that volume even further within 2019 (DSRCs)
- Forecasted to grow data exponentially over the next 18-24 months

Insights and Risk Management

- Streamline and improve the flow of critical insights
- Data-Driven Insights

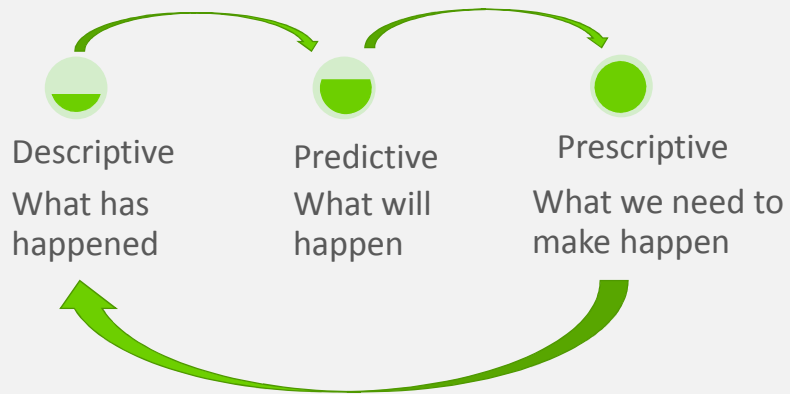
Risk Management

- Talent, Knowledge and Transition Risk
- Data Protection and Security Risk

Icebox 2019

Understand, Predict and Prescribe

05

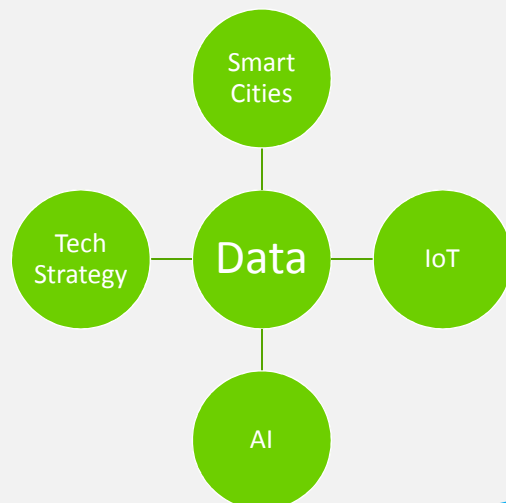


Icebox 2019

What Does the Future Hold?

Data-Driven Insights

Data and data insights will drive outcomes within the areas we continue to invest in: Smart Cities, the Internet of Things, and overall Technology Strategy & Planning for the foreseeable future.



06

Icebox 2019

Thank You

Icebox 2018

6389

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: POLICIES AND PROCEDURES ANNUAL REVIEW		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE REVISIONS TO THE RTC POLICIES AND PROCEDURES (FOR POSSIBLE ACTION)		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

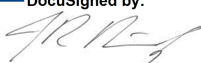
Not determined

BACKGROUND:

Section 9.7 of the Regional Transportation Commission of Southern Nevada (RTC) Policies and Procedures requires an annual review of the Policies and Procedures to be initiated by the Executive Advisory Committee each year.

The RTC Policies and Procedures are available on the RTC web site at:
<http://www.rtcnv.com/planning-engineering/streets-highways/>

Respectfully submitted,

DocuSigned by:

79E5AF522AE1479...

JOHN R. PEÑUELAS, JR., P.E.
Director of Engineering Services - Streets and Highways

**RTC Item #6
February 14, 2019
EAC Item #22
January 31, 2019
Consent**

FOREWORD

The Regional Transportation program administered by the Regional Transportation Commission of Southern Nevada (RTCSNV) has grown and expanded to meet the changing conditions in the Clark County area. The RTCSNV, past and present, has fostered a regional approach in the administration of the Regional Transportation Fund.

In an effort to perpetuate the uniform administration of the Regional Transportation program, the RTCSNV Board of Commissioners has approved and published Policies and Procedures for the RTCSNV. The Policies and Procedures are intended as guidelines for the fair administration of the Regional Transportation Fund and the projects under the jurisdiction of the RTCSNV.

It is important to note that representatives of Clark County and the various cities within Clark County participated and concurred in the preparation of the Policies and Procedures contained herein. A significant effort was put forth by the representatives of the various entities in arriving at these guidelines.

It is expected that as circumstances change, these Policies and Procedures will also change to reflect and perpetuate the regional approach to the administration of the Regional Transportation program.

Adopted by the RTCSNV as of September 19, 1980 and revised periodically since November 10, 1983 and subject to annual revision.

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RELEASE OF LIEN 72

**POLICY AND PROCEDURES MANUAL
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**

1 ORGANIZATION

1.1 GENERAL

1.1.1 Chapter 373 of the Nevada Revised Statutes (1965) provides that counties, by ordinance, may create a Regional Street and Highway Commission and may impose taxes on motor vehicle fuel. Under Clark County Code Chapter 4.04, the Board of County Commissioners established a Fuel Tax on motor vehicle fuel and created the Regional Street and Highway Commission of Clark County. The Commission was established to administer the funds generated by the tax in a continuing program to improve the street and highway transportation facilities within the County. By virtue of the Nevada Revised Statutes and the Clark County Code, the Regional Street and Highway Commission of Clark County is authorized to administer the Regional Street and Highway Fund.

1.1.2 Under Nevada Assembly Bill Number 70, (1979 Session) the name of the Regional Street and Highway Commission of Clark County was changed to the Regional Transportation Commission of Clark County.

1.1.3 In 1981, the Governor of Nevada designated the Regional Transportation Commission of Clark County the Metropolitan Planning Organization of Clark County.

1.1.4 On August 10, 2000, the Regional Transportation Commission approved the agency name to be changed to Regional Transportation Commission of Southern Nevada (RTCSNV).

1.2 COMPOSITION OF COMMISSION

1.2.1 The RTCSNV Board of Commissioners (Commission) is composed of eight members. These members represent the various political entities within Clark County and include two members appointed by the Board of Clark County Commissioners, two members appointed by the City Council of the City of Las Vegas and one member each appointed by the City Councils of the cities of North Las Vegas, Boulder City, Henderson, and Mesquite. The Director of the Nevada Department of Transportation shall serve as an Ex-Officio member of the Commission.

1.2.2 All subsequently incorporated cities within Clark County will be allowed one representative on the Commission. The Commission members will select a Chair and Vice-Chair in July of odd numbered years as provided in NRS 373.040 as amended at the 1993 Legislative Session

1.2.3 The RTCSNV General Manager and Senior Director of Government Affairs/Media Relations & Marketing serve as primary liaisons to the Commission. Commission members and their staff shall contact the RTCSNV General Manager, Senior Director of Government Affairs/Media Relations & Marketing or Outside General Counsel with questions or direction on RTCSNV matters.

1.3 RESPONSIBILITY

1.3.1 The RTCSNV is responsible for funding a program of projects to improve the transportation facilities within Clark County in accordance with State Law. This program is funded through the special motor vehicle fuel tax which is provided by the Nevada Revised Statutes and Clark County Code. Accordingly, when projects are proposed for funding through the Regional Streets and Highway Fund, the Commission shall evaluate the project in terms of the priority established for the project, the relationship of the proposed construction in comparison with other proposed projects, the funds available, and the relative need for the project in comparison with others proposed. If the project meets the above criteria, the Commission may approve funding for the project.

1.3.2 In its role as Metropolitan Planning Organization, the RTCSNV is responsible for developing a plan for regionally significant roadways, transit, fixed guideway, and alternative transportation modes.

1.4 MEETING REQUIREMENTS

1.4.1 The Commission shall meet the second Thursday of each month at the Clark County Government Center Commission Chambers, 500 South Grand Central Parkway, or at the location designated by the Chair. Special meetings shall be called by the Chair of the Commission when necessary. A quorum consisting of a majority of duly appointed Commission members will be required for the transaction of official business. Motions and resolutions require a majority vote of the members present, including the Chair.

1.4.2 The Commission will utilize a prepared agenda. Items for discussion or action must be submitted to the General Manager or designee at least 12 working days prior to the meeting date. The General Manager or designee may waive the 12-day requirement, in accordance with his or her authority pursuant to the RTCSNV Administrative Procedures for Agenda Processing.

1.4.3 The Commission will utilize Robert's Rules of Order for the official transaction of business. No second on a motion is required. A formal vote will be required on all Commission action involving recommended expenditure of funds.

1.4.4 When a member of the Commission is unable to attend a regularly scheduled meeting, he or she should so notify the General Manager or designee.

2 PROJECT DEVELOPMENT

2.1 PROJECT LIST

2.1.1 The RTCSNV shall keep a perpetual "Project List" of approved projects it has accepted under its authority. In addition, the RTCSNV shall periodically review the project lists from the Regional Transportation Plan and Transportation Improvement Program pertaining to federally funded locally sponsored intermodal priorities.

2.2 THE MASTER PLAN OF STREETS AND HIGHWAYS

2.2.1 The RTCSNV will maintain a Master Plan of Streets and Highways for the Las Vegas urban area. In order for a roadway project to be considered by the RTCSNV for funding under any program administered by the RTCSNV, the roadway must be shown on this Master Plan of Streets and Highways.

- 2.2.2** The Master Plan of Streets and Highways shall include all streets and highways that:
- A. Are included in a recognized transportation plan or transportation element adopted by one of the constituent entities of the RTCSNV, or
 - B. Lie within the Las Vegas urban area, or
 - C. Are identified as a street with a minimum of 80 feet planned right-of-way or functionally equivalent four (4) lane facility.

- 2.2.3** The Las Vegas urban area is defined to include:
- A. The full extent of the incorporated cities of Henderson, Las Vegas and North Las Vegas;
 - B. That part of unincorporated Clark County lying within the land disposal boundary established in the Southern Nevada Public Lands Management Act; and
 - C. Other contiguous areas as may be defined and approved by the Commission for this purpose.

2.2.4 The Master Plan of Streets and Highways should be reviewed and updated every five (5) years. The plan may also be amended at any time prior to the five (5) year update with a request from any member agency or the MPO. The request will be reviewed and submitted to the RTCSNV for adoption.

2.3 FEDERAL TRANSPORTATION PLANNING AND PROGRAMMING

2.3.1 The Nevada Department of Transportation defines the Roadway Functional Classification system. In order for a roadway project to be considered by the Federal Highway Administration for funding under a Federal-Aid Highway Program, the roadway must be included in this Roadway Functional Classification. This system of roadways is defined in conjunction with the RTCSNV and is approved by the Federal Highway Administration. It is the policy of the RTCSNV that the Master Plan of Streets and Highways shall form the basis for the selection of roads to be included in the Roadway Functional Classification system.

2.3.2 In order to receive funding under any Federal-Aid Highway Program, the project must be identified in the Regional Transportation Plan and scheduled for funding in the Transportation Improvement Program, as developed by the Commission and approved by the U.S. Department of Transportation as part of the Statewide Transportation Improvement Program.

2.3.3 The relationship between the RTCSNV procedures and those of the Federal programs are summarized in the following table:

To be funded under:	An RTCSNV program	a Federal program
The project must be on:	the Master Plan of Streets and Highways	the Roadway Functional Classification
And must be scheduled for funding in:	the RTCSNV Capital Improvement Program	the Regional Transportation Plan and Transportation Improvement Program

2.3.4 The Federal procedures apply to both urban and non-urban areas whereas, as noted in Section 2.2.5, different RTCSNV procedures apply outside the urban area.

2.3.5 The Transportation Improvement Program covers a four-year funding schedule and is updated pursuant to Title 23 Code of Federal Regulations, Part 450.324. For a project to be scheduled for funding in the Transportation Improvement Program, it must be drawn from the Regional Transportation Plan as approved by the Commission.

2.3.6 The Regional Transportation Plan is updated at least every four years, and outlines the plans and programs needed to address the transportation needs of the region over a twenty-year time frame. The Plan is required to be in conformity with Federal Air Quality regulations, and this determination of conformity is subject to Federal review and approval.

2.3.7 Any project proposed for a roadway shown on the Roadway Functional Classification may be submitted for inclusion in the Regional Transportation Plan and Transportation Improvement Program in accordance with the procedures established for the various Federal-Aid Highway Programs.

2.3.8 Federal Regulations require that the Regional Transportation Plan and Transportation Improvement Program include all “Regionally Significant” transportation projects, irrespective of funding source. A regionally significant project means a project that is on a facility which serves regional transportation needs, such as:

- A. Access to and from the area outside the region;
- B. Major activity centers;
- C. Major planned developments, such as retail malls, sports complexes or employment centers;
- D. Transportation terminals.
- E. At a minimum, this includes all principal arterial highways and all fixed guideway transit facilities offering a significant alternative to regional highway travel.

2.3.9 Prior to approval of any project or development that would create a new regionally significant facility, or would eliminate, change the scope, or create a significant realignment of an existing regionally significant facility, the sponsoring entity shall submit the changes to the Commission for review and analysis. The RTCSNV shall have 30 calendar days to respond as to whether the change will necessitate a revision to the Regional Transportation Plan.

2.3.10 It is the responsibility of the implementing agency to notify the RTCSNV of approval to implement a project on a Regionally Significant facility. A project is considered approved when the governing body of the implementing agency by formal action authorizes the project to proceed.

2.3.11 The analyses required for the Regional Transportation Plan are supported by the regional travel demand forecast model. The Master Plan of Streets and Highways forms the basis for the forecast model roadway network.

2.4 CAPITAL IMPROVEMENT PROGRAM (CIP)

2.4.1 The RTCSNV Executive Advisory Committee shall review at least annually the active and proposed project list to be incorporated into the CIP. An updated project description (including street name, project limits, brief description of improvements), cost estimate and project schedule shall be prepared during the annual CIP review, which is to begin in March, to be adopted by the RTCSNV in June, and to be effective July 1st of the subsequent fiscal year.

2.4.2 The CIP shall be presented to the members of the RTCSNV Regional Project Coordination Committee (RPCC) who shall review the proposed projects for conflicts with other planned projects.

2.4.3 Amendments to the capital plan will be required if a project is requesting funding and is not identified in the current fiscal year.

2.4.3.1 RTCSNV staff will make any amendments to the CIP administratively with one agenda item if there are available resources in the current fiscal year.

2.4.3.2 The member agency will be required to submit an agenda item explaining which projects to move out of the current fiscal year in order to make room for the proposed project if there are no available resources in the current fiscal year. RTCSNV Staff will notify the member agency that an agenda item will be required.

2.4.4 RTCSNV Staff will maintain an updated CIP monthly to identify the funding request from each member agency and to identify the available resources remaining in the current fiscal year. This update will be provided to the member agencies for their use.

2.4.5 The CIP, in addition to the new roadway projects identified, will include annual maintenance categories for the member agencies to program portions of their resources for their maintenance needs in the following categories:

2.4.5.1 Arterial Reconstruction Program – this category will allow the member agencies to program the maintenance activities required to streets with a minimum 80-foot right-of-way width or with a functional equivalent of four (4) general purpose travel lanes.

2.4.5.2 Neighborhood Rehabilitation Program – this category will allow the member agencies to program the maintenance activities of public roadways where ROW widths are less than 80-feet and not included in item 2.2.2 above shall be eligible for RTCSNV funds (see *Policy for Reimbursement of Maintenance Costs for Public Roadways* where ROW widths are less than 80-feet).

2.4.5.3 ADA Upgrade Program – this category will allow the member agencies to program funds to upgrade portions of their pedestrian facilities to the current ADA standards in compliance with their ADA transition plan.

2.4.5.4 Safety Upgrade Program – this category will allow member agencies to program funds to improve pedestrian and vehicle safety along the existing roadways within their jurisdiction.

2.4.5.5 Intersection Improvement Program – this category will allow member agencies to program funds to provide necessary improvements to existing intersections or to construct new intersections to enhance safety including enhancements to traffic control.

2.5 PROJECT FUNDING

2.5.1 When a member agency recognizes the need for a new or improved facility, action may be initiated to request funding for the project. This action should be taken well in advance of the required date for actual expenditures. This action will be an agenda item for the RTCSNV to approve an interlocal contract between the member agency and the RTCSNV.

2.5.2 Project approval constitutes authority to expend funds identified in the interlocal contract.

2.5.3 When projects meet eligibility for funding, RTCSNV staff will review pending funding requests in the following order:

2.5.3.1 Supplemental interlocal contracts to meet construction awards of bid amounts, right-of-way acquisition, negotiated and/or administrative settlements and change orders.

2.5.3.2 Administrative items (e.g. consultant contracts).

2.5.3.3 Contracts for work in the maintenance categories.

2.5.3.4 Engineering and right-of-way.

2.5.3.5 Construction.

2.5.4 Eligibility for Funding – In order to be eligible for funds from the RTCSNV for administration of a project, the Lead Agency must have met the following:

2.5.4.1 Compliance with all criteria set forth in Section 2 (if applicable).

2.5.4.2 Performance of all requirements set forth in the Interlocal Contract of all previously funded projects.

2.5.5 A project may be initiated by the member entity, which has jurisdiction over the physical location of the proposed project or by the MPO.

2.5.6 Engineering and Right-of-Way Acquisition funding eligibility – in order for a project to be eligible for engineering and right-of-way acquisition funding, the project must:

2.5.6.1 Be included on a plan in accordance with Section 2.2,

2.5.6.2 Have funds included in the current fiscal year of the CIP or amended to be in the current fiscal year.

2.5.7 Construction funding eligibility – resources identified by the Finance Department may be made available for construction of projects. In order for a project to be eligible for construction and construction management funding, the project must:

2.5.7.1 Have funds included in the current fiscal year of the CIP; and

2.5.7.2 Have ninety (90) percent design documents completed; and

2.5.7.3 Have all right-of-entry for construction purposes obtained or the member agency satisfactorily demonstrates to the RTCSNV that it is in the process of commencing condemnation proceedings.

2.5.7.4 Request for funds for resources programmed in years other than the current fiscal year may be approved if the following conditions are met:

2.5.7.4.1 RTCSNV staff has determined adequate resources are available; and

2.5.7.4.2 Approval of funding must not result in the delay of design funding programmed in the current fiscal year; and

2.5.7.4.3 All prerequisites for construction funding are satisfied.

3 PROJECT REQUIREMENTS

3.1 RIGHT-OF-WAY

3.1.1 Any RTCSNV member agency shall be required to dedicate right-of-way on parcels that they have ownership on to facilitate the construction of an RTCSNV funded roadway project. Right-of-way acquisition for the construction of a project may be funded by the RTCSNV. On all right-of-way to be purchased, except as otherwise directed by the Commission, or as otherwise provided for in NRS 645C.150, the appraisal of at least one M.A.I. (Member of Appraisal Institute) or other person who is a senior or designated member of the Appraisal Institute or American Society of Appraisers will be required. In addition, the appraiser shall be a Certified General Appraiser with the State of Nevada - Department of Commerce, Real Estate Division.

3.1.2 All appraisals will be reviewed by the administrating entity and a summary of the appraisal values will be forwarded to the RTCSNV in the appropriate format. Right-of-way concessions in exchange for the donation of right-of-way shall have individual cases reviewed and approved by the General Manager or designee. Preparation of right-of-way drawings for the project shall be the responsibility of the designated entity. Plats shall include the following information as a minimum:

- A. Alignment information for section lines and center lines and sectional ties
- B. Subdivision and sectional references
- C. Existing improvements intake area and immediately adjacent thereto
- D. Existing and proposed right-of-way lines
- E. Property lines
- F. Document numbers and dates for existing rights-of-way, easement, and patent reservations
- G. Tax parcel numbers and owner's names for all parcels from which right-of-way is required; tax parcel numbers only for all other parcels shown
- H. Street names
- I. Curve data
- J. Legend
- K. City limits
- L. Property schedule
- M. Basis of bearing
- N. North arrow

3.1.3 Prepare all descriptions of the take-area parcels involved in the project.

3.1.4 Prepare 8-1/2" x 11" parcel maps for all properties from which right-of-way is required. Parcel maps should include:

- A. Tax parcel number and owner's name
- B. Sectional and/or subdivision references and ties
- C. Existing and proposed right-of-way lines
- D. Dimensions of the take-area
- E. Take-area to be shaded
- F. Existing topo
- G. Parcel area: total area, take-area, and remainder should be indicated
- H. North arrow and scale

3.1.5 The RTCSNV may participate in the purchase of property necessary for the construction of a project. Related right-of-way costs such as appraisals, title insurance, etc., will be reimbursed or paid directly by the RTCSNV. Right-of-way may be acquired by the administering entity at a cost not to exceed the appraised value provided that funds for such acquisition have been allocated by interlocal contract. Any negotiated or stipulated settlement above appraised value shall be in accordance with section 3.1.6. Prior to purchase of property, copies of the appraisals shall be submitted to the RTCSNV staff for review. The appraisals may be considered to be approved if no written objection is sent to the administering entity within five working days after receipt of the appraisals.

3.1.6 Negotiated or stipulated settlements must be forwarded to the General Manager or designee of the RTCSNV for concurrence and recommendation and the General Manager or designee is to respond to the entity within five working days. A “no response” by the General Manager or designee would be equal to “no exception taken” and the entity would proceed. In the case of unresolved dispute of recommendation between the entity and RTCSNV General Manager or designee, such disputes are to be forwarded to the Executive Advisory Committee and RTCSNV for resolution.

3.1.7 The value of minor parcels of right-of-way needed for the construction of a project, which are estimated to cost \$50,000 or less, may be negotiated in lieu of being based on an appraisal.

3.1.8 If it becomes necessary to purchase additional property in order to acquire the necessary right-of-way for construction, the RTCSNV may participate in the purchase of the property. Any residual properties not within the project limits of construction will require reimbursement to the Regional Street and Highway Fund if the property is sold or used by the administering entity in the manner outlined below:

- A. Sale of residual property shall comply with all the provisions of the appropriate state laws and ordinances. The cost of the appraisals shall be at the expense of the prospective purchaser, but entity costs of selling the property shall be at the expense of the RTCSNV. Remaining proceeds from the sale shall be deposited in the Regional Street and Highway fund.
- B. If the administering entity desires to sell or use a residual property for a public purpose, the Regional Street and Highway Fund may be reimbursed by the entity on a pro-rata basis determined by multiplying the appraised price per square foot times the residual area.
- C. If at project close out, residual property still exists and the entity has no plans for use or sale, the RTCSNV may place a “Notice of Lien” on the property, as referenced in the appendix. The Lien will ensure that the Regional Street and Highway Fund receives the proceeds from the sale of the residual property.
- D. The RTCSNV will reimburse the costs incurred on a project in the purchase of property under a willing buyer/willing seller program in accordance with the requirements of the Nevada Revised Statutes and any criteria established by RTCSNV.

3.2 DESIGN CRITERIA

3.2.1 All projects shall be designed for future traffic to local standards, to standards adopted by the RTCSNV as enumerated in the appendix of this document, the standards contained in the adopted Bicycle/Pedestrian Element of the Regional Transportation Plan, the State standards, American Association of State Highway and Transportation Officials (AASHTO) standards, the Regional Intelligent Transportation Systems Architecture adopted by the RTCSNV, and generally accepted engineering practices. The Uniform Standard Specifications for Public Works Construction of Off-Site Improvements, Clark County Area, Nevada, hereinafter referred to as "Standard Specifications," most recent edition shall be used on all contracts. No streets shall be constructed with less than a 3" asphalt concrete pavement, or the equivalent if other paving materials are used. The base course requirements on each street shall be determined by an acceptable method based on the types of soils encountered as sub-base material.

3.2.2 The installation of raised medians to reduce left turn conflicts and provide for pedestrian refuge areas shall be addressed during the project design.

3.2.3 Median islands or continuous left turn lanes should be built on all jobs where feasible. Landscaped or raised medians are preferred to reduce left turn conflicts and provide pedestrian refuge. Where traffic signals are anticipated to be installed at a later date, conduit shall be included during the construction of the project.

3.2.4 Before beginning design of any drainage facility, data relating to existing flows, ultimate flows as shown in the Clark County Regional Flood Control Master Plan, and the construction schedule of future Flood Control District projects shall be collected and considered. Drainage studies and the design of drainage facilities constructed on RTCSNV projects shall be in accordance with the Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual.

3.2.5 Projects shall be constructed to meet the requirements of Americans with Disabilities Act (ADA) 1990, as amended, including, where feasible, the “Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way”, available at: <https://www.access-board.gov/attachments/article/743/nprm.pdf> and all projects shall be in accordance with the RTCSNV policy on sidewalk.

3.2.6 All projects shall incorporate conduit for ITS infrastructure as determined by the RTCSNV.

3.2.7 All-Weather Roads: Twelve feet of road in each direction shall remain serviceable (dry) for emergency vehicles during a 10-year storm. At cross streets, depth of water shall not exceed curb depth during a 10-year storm. The roadway shall be protected from a 10-year storm for longitudinal drainage and a 100-year storm from transverse drainage.

3.2.8 Interception of Sheet Flow Drainage: All sheet flow drainage intercepted by the roadway shall be discharged within the same drainage area.

3.2.9 Nuisance Water Control: Defined as water runoff that would flow in the roadway when there is not storm water present. Provisions for nuisance water shall be provided in all urban roads. A maximum 18-inch pipe size will be reimbursed by the RTCSNV for nuisance water, provided there is existing drainage facility to connect the pipe to, or if an entity neighborhood plan allows for future connection.

3.2.10 Intensification of Drainage: Street paving may cause more storm water runoff. It is the obligation of the RTCSNV to ensure safe disposition of the increased runoff due to roadway construction. The flow from the street shall be discharged within the existing drainage area. No drainage may be diverted from its natural drainage course unless diverted in accordance with the Regional Flood Control Master Plan.

3.2.11 Traffic signal installations must be on approved routes and must meet the minimum warrant requirements as specified in the Manual on Uniform Traffic Control Devices. The selection of a traffic signal or roundabout may be justified by an Intersection Control Evaluation process recognized and adopted for use by a State Transportation Department (including NDOT) or the FHWA.

3.2.11.1 Infrastructure for future traffic signals at the intersection of two streets on the RTCSNV master plan which are currently not warranted are reimbursable.

3.2.11.2 Any developer contributions for traffic signal infrastructure must be collected and used to offset the cost of facilities.

3.2.11.3 Replacement or upgrade of above ground infrastructure is reimbursable.

3.2.11.4 Relocation and modification of existing school flashers to comply with the requirements of the Manual on Uniform Traffic Control Devices, that meet the warrants adopted by the RTCSNV, will be reimbursed.

3.2.11.5 Construction of new school flashers are reimbursable.

3.3 PLANS AND SPECIFICATIONS

3.3.1 During the design and construction phases of project development, the administering entity will be required to prepare and present monthly status reports to the RTCSNV. Project status reports must be submitted to the RTCSNV within 30 calendar days after the interlocal contract has been approved by the RTCSNV. These reports will be for purposes of keeping the RTCSNV informed of the project progress.

3.3.2 A pre-design conference shall be held with representatives of each entity in which the project is located with the General Manager or designee and the design engineer present. Design conferences to be held at least monthly to review the progress.

3.3.3 Plans and specifications shall be furnished to the RTCSNV Streets and Highways Department for review and comment. The following items are required to be submitted if completed for the project and requested by the RTCSNV:

- 3.3.3.1** An Electronic copy of the 30% Plans and Specifications; and
- 3.3.3.2** An electronic copy of the current cost estimate, with all funding sources identified; and
- 3.3.3.3** An electronic copy of the Traffic Impact Analysis; and
- 3.3.3.4** An electronic copy of the drainage study; and
- 3.3.3.5** One set of right-of-way plans and parcel maps; and
- 3.3.3.6** One copy of the soils report; and
- 3.3.3.7** Computations on project quantities and structural items; and
- 3.3.3.8** An electronic copy of the 90% Plans and Specifications.

3.3.4 The submittal shall be made to the RTCSNV Streets and Highways Department only. The Streets & Highways staff will distribute the documents internally to FAST, Transit Amenities, and any other RTC department that has an interest in the project and collect the comments.

3.3.5 All of the above items will be retained in the files of the administering entity and be available to the RTCSNV staff upon request.

3.3.6 The design for all projects shall be submitted to the governing body of each entity affected for review in the preliminary stage before finalization of the design. The design in the preliminary stages shall include all major features including a summary of drainage facilities and associated costs and ADA compliance elements. When the construction cost of drainage features associated with the project exceeds 45% of the total construction cost of the project permission must be obtained first from the RTCSNV before design begins.

3.3.7 The plans and specifications will reflect on the title sheet the fact that the project is being funded by the RTCSNV and will include a signature area for the General Manager or designee of the RTCSNV in addition to those required by the entity administering the project.

3.3.8 The RTCSNV will require one electronic complete set of plans, specifications, contract documents and addendums for all projects at the time they are issued for construction.

3.3.9 If the project is to be constructed as part of an assessment district, the title sheet as indicated above should include identification that a portion of the district is being funded by the RTCSNV.

4 PROJECT ADMINISTRATION

4.1 CONSTRUCTION CONTRACT ADVERTISEMENT, BID AND AWARD

4.1.1 The designated entity responsible for administration of the project will coordinate all project advertising for bids, bid evaluation and summaries. It will be the entity's responsibility to insure conformance with required advertising procedures and contract award.

4.1.2 If a project funded by the RTCSNV is included as a part of a larger project not funded by the RTCSNV, a separate estimate of quantities shall be included for the RTCSNV portion.

4.1.3 An informational agenda item will be submitted to the Executive Advisory Committee and RTCSNV by the entity for all bid awards within 60 days of award of bid. The Award of Bid Agenda Item shall include:

4.1.3.1 Project funding provided by all entities/sources and their combined total for the project; and

4.1.3.2 Date the bids were opened, number of bids received and range; and

4.1.3.3 Recommended best responsive bidder, dollar amount of the bid submitted, and percent lower/higher than the engineer's estimate; and

4.1.3.4 A bid abstract of all bidders; and

4.1.3.5 The engineer's estimate at the time of bid.

4.2 CONSTRUCTION CONTRACT ADMINISTRATION

4.2.1 The administering entity will be responsible for construction contract administration and for providing engineering and inspection to adequately control the project to assure construction of the project according to the plans and specifications.

4.2.2 For purposes of direct project coordination, the entity should designate one individual who will be responsible for the construction contract administration. All contacts and correspondence between the RTCSNV and the entity concerning the project will then have a single focal point.

4.2.3 The construction contract administration, engineering, and inspection may be performed all or in part by the administering entity or may be contracted to a consultant.

4.3 CONTROL OF WORK

4.3.1 It is the responsibility of the administering entity to see that work performed and materials used meet the prescribed requirements.

4.3.2 The administering entity will provide sufficient engineering supervision to assure vertical and horizontal control to allow construction of the project to line and grade within acceptable accuracy. Reimbursement for such engineering, inspection, and supervision will be in accordance with Section 6.1 "Reimbursable Costs".

4.3.3 The administering entity will be required to submit copies of all inspection reports, materials, test reports, contract documents, and right-of-way documentation to the RTCSNV when requested. In addition, the entity will submit to the RTCSNV, on a monthly basis, a written summary of project activities completed and activities expected during the coming reporting period.

4.4 CHANGE ORDERS

4.4.1 Except as provided in Section 6 and the Standard Specifications, change orders on projects funded in whole or in part with RTCSNV funds shall be authorized by the RTCSNV.

4.4.2 A change order will be required in the following situations:

- A. Any change requiring additional work which is not within the original scope or intent of the project, or any change which deletes work which changes the scope or intent of the project.
- B. Construction of a new traffic signal or full underground facilities for a future traffic signal at a location not shown on the plans.
- C. Any revision to the size or alignment of the designed drainage facilities which would result in a change to the conceptual drainage plan or which results in a facility which is not in compliance with these Policies and Procedures.
- D. An increase or decrease in the number of travel lanes as shown on the plans.
- E. An increase to the construction conflicts bid item budgeted amount.
- F. Damages paid to the contractor for delay claims.

4.4.3 Additional work which is within the original scope and intent of the project and is paid under a construction conflicts bid item will be reimbursable if it is a reimbursable item as outlined in these Policies and Procedures and funds are available. The administering entity shall forward a copy of the written authorization for the contractor to perform the work together with any documentation explaining the cost of the work to the RTCSNV prior to reimbursement.

4.4.4 All change orders and/or construction change authorizations (CCA) that impact RTCSNV funds will be reviewed and approved in a timely manner by the General Manager or designee for eligibility of funding. The RTCSNV General Manager or Designee shall sign all forms the responsible entity prepares that will impact any RTCSNV funds.

4.4.5 If the contract award amount impacting RTCSNV funds plus any processed changes to the contract exceeds the total amount in the interlocal contract, it will be necessary to request an increase in project construction funds through a supplemental interlocal contract. The supplemental interlocal contract must be approved by the Commission prior to the responsible entity requesting reimbursement.

4.5 PROJECT SIGNS

4.5.1 An appropriate number of RTCSNV Construction Signs (a minimum of one per major approach) shall be placed on all RTCSNV Construction Projects, except that no signs are required on traffic signal projects.

4.5.2 On projects where the RTCSNV has reimbursed a substantial amount, such as for the design and right-of-way acquisition, and the construction of the project is funded with other than RTCSNV funds, the RTCSNV should be listed as a participating funding agency on the construction sign used by the agency funding the construction.

5 RTCSNV RESPONSIBILITY

5.1 GENERAL

5.1.1 The RTCSNV is a governing body and shall take such actions as may be authorized by the Nevada Revised Statutes, Clark County Ordinance, adopted Policy and Procedures, or contractual agreements executed by the various entities.

5.2 PROJECT REVIEW

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

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

5.3 PROJECT FIELD AUDIT

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

5.4 PROJECT DOCUMENTS

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

5.5 UNIFORM STANDARD SPECIFICATIONS AND DRAWINGS

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

6 REIMBURSEMENTS

6.1 REIMBURSABLE COSTS

6.1.1 No costs will be considered for reimbursement which were incurred before the date the Interlocal contract was approved by the Commission unless specifically addressed in the interlocal agreement. However, a project may be proposed by an entity for future RTCSNV reimbursement if a resolution is first adopted by the RTCSNV expressing its intent to participate in such reimbursement. Such resolution must expressly state that future RTCSNV reimbursement will be conditioned upon availability of adequate funds and compliance by the entity with all standard conditions, rules and standards for RTCSNV funded projects in effect at the time the resolution is adopted. Reimbursement may be made for eligible expenses that are incurred for a period of up to 18 months prior to the date the reimbursement is approved by the RTCSNV. The project must be included on the Project Priority List prior to actual reimbursement.

6.1.2 The amount of project reimbursement will be limited to the specific amounts as itemized in the interlocal contract and any supplemental interlocal contracts.

6.1.3 The RTCSNV will reimburse costs from the Regional Street and Highway Fund on projects which have been approved by the RTCSNV and the represented political entities. All project costs subject to reimbursement are open to audit by the RTCSNV.

6.1.4 The following are considered as allowable costs for reimbursement:

- 6.1.4.1** Engineering: All engineering costs associated with the preparation and delivery of plans, specifications and estimates to the member agency, design engineering during construction, including in-house labor, will be considered as a reimbursable cost.
- A. Effective July 1, 2003 the labor costs are defined as an employee's base wage rate, the employee's fringe benefit rate, and an overhead charge.
 - B. The maximum reimbursement for engineering, including plan checking, shall not exceed the amount identified in the interlocal contract and any supplemental interlocal contracts.
 - C. The cost associated with potholing associated with project design to determine the exact horizontal and vertical location of utilities that may conflict with project improvements shall be considered an engineering expense.
 - D. When an entity hires a consultant for project management and/or design services, the entire cost of the consultant's contract, including administrative expenses, may be reimbursed providing the consultant's sole responsibility is to the RTCSNV projects. When the consultant's responsibilities include other than RTCSNV projects, a proportionate share of the consultant's administrative expenses may be reimbursed.
 - E. Expenses related to work on RTCSNV issues that are not attributable to a specific project may be reimbursed at the fully burdened rate. Invoices for the employee's cost must include copies of the time sheets or internal reports showing the RTCSNV projects or program developments that were worked on. The employee's time spent on non-RTCSNV Street and Highway related activities or training is not reimbursable.
- 6.1.4.2** Right-of-Way: Right-of-way costs may be considered on all RTCSNV projects. Appraisal costs, title search, acquisition costs, negotiations, deed stamps, recording costs, filing costs, and related right-of-way engineering costs including topographic surveying of property to be acquired and special environmental study costs will be paid by the RTCSNV provided they are included in the interlocal contract. Costs of appraisals to determine special benefits to properties along a RTCSNV project and included in a special improvement district will also be considered a reimbursable right-of-way expense.
- 6.1.4.3** Construction: Project construction costs within approved construction limits may be reimbursed as follows:
- A. RTCSNV funds may be used to partially fund flood control projects located within the limits of a funded RTCSNV project. The RTCSNV funding will be limited to the cost necessary to construct drainage facilities identified as reimbursable herein. RTCSNV funds may be used to fund drainage facilities designed to collect the 100-year storm event if such facilities are within the project limits and within 600 feet of a Clark County Regional Flood Control District (CCRFCD) master plan facility that is existing or on the 10-year construction program. RTCSNV and the responsible agency shall determine the appropriate use of RTCSNV funds
 - B. The RTCSNV may reimburse the cost of diverting flows in accordance with flood control master plans. However, the extent of RTCSNV reimbursement shall be determined on a case-by-case basis. Entities shall pursue Regional Flood Control participation in the construction of joint RTCSNV/CCRFCD facilities.
 - C. The cost of traffic control signals or roundabouts will be considered and approved on an individual basis.
 - D. Traffic lane delineation and special traffic markings will be reimbursed. Temporary traffic control devices, including work zone Intelligent Transportation Systems, which are placed in accordance with the Manual on Uniform Traffic Control Devices, and which are necessitated by the construction of the project will be reimbursed.

- E. Off-site improvements or adjustments may be reimbursed but must be approved on an individual basis by the RTCSNV.
 - i. Off-site improvements adjacent to Clark County Regional Flood Control District Detention Basins may be funded on streets with a planned right-of-way width of 60 feet or more. Reimbursement of costs is limited by the following criteria:
 - ii. The facility must be located within the Federal Aid Urban Boundaries of the Las Vegas Valley. In addition, one or more of the following criteria must apply.
 - a) There must be existing paved access on the street adjacent to the Regional Flood Control District's detention basin on which construction of off-site improvements is proposed as listed below:
 - 1. Completed off-site improvements across the street from the basin, or
 - 2. Completed off-sites on either side of the basin that would match the proposed off-sites, or
 - 3. Existing paved access adjacent to the basin, but no full completed off-sites adjacent to or next to the basin.
 - b) Construction of off-site improvements would be complete or provide a route between two paved streets.
 - iii. The off-site improvements proposed to be funded with fuel tax proceeds have been determined to be ineligible for CCRFCD funding.
 - iv. Improvement of only one-half of the street may be funded.
 - v. All-weather street criteria as contained in the RTCSNV Policies and Procedures would not necessarily have to be followed at the time the off-site improvements are constructed.
 - vi. No right-of-way costs will be reimbursed.
 - vii. Off-site improvements constructed on a street on the approved RTCSNV Capital Improvement Program may be reimbursed with those projects funds, subject to approval of an appropriate Interlocal Contract and Authorization to Proceed.
- F. Reimbursements for landscaping and structural aesthetics may be reimbursed in accordance with the following criteria:
 - i. Replacement landscaping and related items of construction on properties adjacent to the right-of-way may be reimbursed. Irrigation systems for future landscaping may also be reimbursed.
 - ii. Aesthetic enhancement on projects may be reimbursable in an amount not to exceed 3% of the construction cost. The enhancement of various functional elements such as beams, walls or columns by utilizing colors, texture or other amenities is encouraged. The enhancements should be in accordance with an approved landscaping and/or aesthetics master plan or should be finalized after public participation. A presentation on the proposed aesthetic enhancement on any project shall be made to the RTCSNV upon request.
- G. Project specific public information expenses may be reimbursed in an amount not to exceed 1% of the construction cost or as established in the Interlocal Contract.
- H. Betterments to CCRFCD flood control channel projects that are providing crossings for existing paved streets on the Regional Transportation Plan (RTP) may be funded. The RTCSNV and the responsible agency shall jointly determine the most appropriate use of the funds used.
- I. Contractor incentives included in a construction contract may be reimbursed.
- J. Contractor supplied quality control documents and associated contractor performed quality control supervision and testing included in a construction contract may be reimbursed.
- K. Miscellaneous construction costs incurred during construction that are not attributable to any specific agency, individual, or entity for work necessary to provide timely completion of a construction or which provide for a better project. Such miscellaneous costs shall not exceed 1% of a project construction cost or \$25,000, whichever is greater.

- 6.1.4.4** Utility adjustment: Reimbursement for related utility facilities relocation and/or adjustment costs may be considered on all RTCSNV projects if the utility can demonstrate prior rights. Adjustments of horizontal and/or vertical location requirements and clearances for existing utilities that were properly installed during their original construction may be considered. Such participation will be limited to direct costs incurred in the relocation of such facilities which are in conflict with sound engineering principles and/or the approved project design and/or policy of the RTCSNV.
- 6.1.4.5** Reconstruction/Resurfacing Projects for those streets which are eligible for RTCSNV funding and included in the entity's overall pavement management program are eligible for reimbursement.
- 6.1.4.6** Reimbursement for pavement maintenance strategies used to prolong the life of the pavement. Such strategies may include crack sealing; thin surface coating, such as fog seals; micro seals; slurry seals; chip seals; overlays; pavement and base failure reconstructions; and re-profiling. Reimbursement will be made only for those streets which are eligible for RTCSNV funding and included in the entity's overall pavement management program. The pavement management program must identify pavement condition, proposed strategy and benefit achieved by the strategy.
- 6.1.4.7** All costs incurred to address ADA/PROWAG accessibility issues when the roadway is rehabilitated are reimbursable.
- 6.1.4.8** Maintenance of any traffic signal systems located on roadways which are identified on the RTCSNV Master Streets and Highways Plan and is not located at an intersection with a private road or driveway. Such maintenance includes repair or replacement of foundations, poles, conduits, wire, cabinets, signal heads, mast arms, controllers, services pedestals, loop detectors, video detectors, cameras and other appurtenances due to wear, technical obsolescence or damage. Costs of temporary signal equipment and traffic control required for the repair or replacement are reimbursable. Damage claims paid by insurance companies shall be used to repair damage due to accident and reimbursed to the RTCSNV if paid by the RTCSNV.
- 6.1.4.9** Roadway improvements constructed in accordance with the RTCSNV approved "Complete Streets Design Guidelines for Livable Communities" and Policy for Complete Streets.

6.2 NON-REIMBURSABLE COSTS

- 6.2.1** The following costs will not be considered as reimbursable costs unless otherwise approved by the RTCSNV as provided for in the adopted policies and procedures:
 - A. Materials and supplies of a general nature which will be used on more than one specific project. Administrative and judicial costs including equipment and vehicle costs, associated with general project administration, except as provided in Subsection 6.1.1.
 - B. Office rental, office supplies and equipment, computer rental, telephone calls, desks, printing, and the like when associated with more than one specific project or when associated with general administrative costs, except as provided in Subsection 6.1.1.
 - C. Wherever a Special Improvement District is formed as part of the project, construction of curb, gutter, sidewalk and parking lanes, defined as the eight feet of pavement adjacent to the curb, and street lights will not be reimbursable items unless said items exceed the defined maximum benefit of the SID. Prior approval by the General Manager or designee is required.
 - D. Utility adjustments will not be reimbursed except where prior rights exist.
 - E. Construction costs for improvements not accomplished by a private contractor, except as authorized by the RTCSNV.
 - F. Costs of a repair or maintenance except as provided in subsection 6.1.6 and 6.1.8.
 - G. Any costs not specifically included in the interlocal contract.
 - H. Materials or work which does not meet specifications.

- I. Any items constructed under an approved contingencies amount or construction conflicts bid item unless backup material that describes the nature of the expense accompanies the request for reimbursement or direct payment.

6.3 REQUESTS FOR REIMBURSEMENT OR PAYMENT

6.3.1 The entities may request reimbursement for project costs which have been previously approved and included in executed interlocal contracts or authorization to proceed. As a general rule, the request for reimbursement or payment should be submitted to the RTCSNV monthly and should have reimbursement requests identified or broken down as follows:

- A. Right-of-Way: Right-of-way costs shall be identified on the billing as appraisal, title and escrow, negotiations, right-of-way plans and acquisition.
- B. Engineering: Engineering costs will be identified on the billing as any engineering and design services required for the delivery of the plans, specifications, and estimates.
- C. Construction: Construction costs will be identified on the billing.

6.4 INVOICE PAYMENT POLICY

6.4.1 The following invoice payment policy will ensure prompt and accurate payment of RTCSNV expenses.

6.4.2 RTCSNV reimbursable costs are typically either a member entity's in-house project expenses or expenses invoiced to an entity by a contractor, consultant, or vendor performing services required for entity-administered RTCSNV-funded projects. At a member entity's option, an entity may either pay an invoice directly and request reimbursement from the RTCSNV, or forward the unpaid invoice to the RTCSNV for direct payment to the contractor, consultant, or vendor. Prior to any entity invoices for reimbursement or invoices for direct payment being sent to RTCSNV, the entity shall ensure that all necessary back-up has been included with the invoice to establish the costs as reimbursable per the Policies and Procedures. The RTCSNV will have ten working days to either pay invoices, or respond to an entity on why an invoice was not immediately paid.

6.4.3 Invoices shall be submitted in either of the following manner:

- 6.4.3.1** One Vendor – If only one vendor is included on the invoice for payment, the responsible agency shall specify the funding category to be used.
- 6.4.3.2** Multiple Vendors – If more than one vendor is included on the invoice for payment, the responsible agency must specify what category the vendor is to be paid and must provide a total for each category.

6.4.4 Reimbursement to an Entity

- A. On requests for reimbursement of in-house expenses or direct payment, the entity must ensure the following:
 - i. The RTCSNV project number and the expenditure type (construction, engineering right-of-way) shall be identified for each invoice submitted. Invoice back-up must include copies of consultant and vendor invoice or contractor pay estimate, all change authorizations associated with contractor pay estimates, summary of in-house charges, any other information necessary to determine type of expense as categorized in the Policies and Procedures, and proof of payment. Proof of payment shall be a cleared check, ACH/wire remittance, or payroll summaries for in-house labor charges.
 - ii. The RTCSNV will receive and review the invoice to ensure the work completed is within the scope of the project, the expenditures reflect the approved notice to proceed and sufficient back-up is present. If information necessary to properly process the invoice has

not been provided, a notice will be sent to the project engineer of the submitting entity within ten working days of receipt of the invoice identifying the project limits, invoice number and amount and the reason payment has not been made to date. Each notice shall list a point of contact at the RTCSNV who is responsible for the project in question.

- iii. The administering entity representative shall have ten working days from the date the notice of non-payment has been received to respond to the issues addressed in the notice. Issues shall be addressed by the entity in written format to ensure proper documentation.
- iv. If the RTCSNV has not received the information requested within the required time frame, one of the following notifications will be sent to the project engineer with a copy also sent to the entity's Finance Director.
 - a) **Partial Payment:** Partial payment will be processed for an invoice for all expenses determined to be eligible under the Policies and Procedures based on information received with the invoice. A partial payment notice will be sent to the administering entity which will identify the project limits and number, invoice number, date and amount, items not resolved and amount not paid. A copy of the invoice and back-up will be included. The entity will have 30 days to resolve any issues identified. Additional partial payments will be made for any items resubmitted within this time period which are considered reimbursable under the Policies and Procedures. Any items not resolved within the time frame established, which are reimbursable under the Policies and Procedures, will require the entity to submit a new invoice for the items
 - b) **Incomplete Invoice:** Failure to provide back-up information necessary for the RTCSNV to properly process the invoice as identified previously will result in the invoice being returned unpaid to the entity with a notice. This notice will identify the project limits and number, invoice number, amount and date, entity project manager and date the original request for information was sent. No payment will be made and the entity will have to resubmit the invoice with all required information
 - c) **Insufficient Funding:** No payment will be made for invoices which increase project expenses beyond the total interlocal contract amount or amount of approved authorization to proceed. A notice will be sent with the invoice attached, identifying the project limits and number, invoice number, amount and date, entity project manager and the reason for the invoice being returned. The entity will be required to request a revised authorization to proceed and/or supplemental interlocal contract through the RTCSNV. Once the authorization and/or contract is approved by the RTCSNV, entity may resubmit the invoice with sufficient back-up for payment.

6.4.4.1 Direct Reimbursement

- A. If the administering entity desires for the RTCSNV to pay billings directly to a contractor, consultant, or vendor performing work on RTCSNV-funded projects, it is the entity's responsibility to ensure that the invoice is valid and correct, and all the information necessary for RTCSNV to process payment is included with the request for payment. If back-up received is incomplete, the entity will be contacted as noted above in Section 6.4.4.A.ii and the entity will be responsible for acquiring the necessary information. Although the RTCSNV will consider requests to expedite a payment, the RTCSNV will not be responsible for late fees or other similar charges for incomplete or untimely invoice submissions. The administering entity shall calculate the retention interest owed in accordance with NRS 338 and include it as backup to the retention release payment request.

6.5 PROJECT CLOSEOUT AND FINAL PAYMENT

6.5.1 Projects shall be closed out and final payments including retainage required by Chapter 338 of Nevada Revised Statute (NRS), shall be made as soon as possible after completion of the project. Within two months after completion of the project, or within an alternate time frame as requested by the entity, the staffs of the RTCSNV and administering entity shall meet to review anticipated final costs for the project. The RTCSNV shall provide an accounting to date of invoices received, paid and unpaid. The administering entity shall provide a similar accounting for correlation, plus a compilation of additional costs to be invoiced, calculation of final Special/Local Improvement District (SID) construction and engineering costs, a listing of right-of-way acquisitions to be finalized, a summary of applicable participation agreements both collected and uncollected, a detailed tabulation of construction conflict expenses and pending litigation or other special circumstances which may affect final project costs, and retainage to be paid. The need for supplemental interlocal contracts shall also be discussed.

6.5.2 The RTCSNV staff shall review the information, pay valid outstanding invoices, schedule follow-up meetings with the administering entity if necessary and prepare a draft final report within six months of the initial project closeout meeting. If the project closeout is not proceeding in accordance with the above schedule, the administering entity may request that the RTCSNV staff report to the RTCSNV on the closeout delays.

6.5.3 An agenda item will be prepared by the RTCSNV to close the interlocal contract when the following are completed and provided to the RTCSNV:

6.5.3.1 All expenses have been paid; and

6.5.3.2 The responsible agency and the RTCSNV have agreed on the final accounting report; and

6.5.3.3 Electronic file of record drawings (as-builts) upon request.

6.6 SUPPLEMENTAL FUNDING

6.6.1 To facilitate the maximum benefit possible from RTCSNV funds, all entities shall attempt to secure supplemental project funding where feasible.

6.6.2 Actions on subdivisions, parcel maps and applications for re-zonings, variances and use permits with respect to properties that are adjacent to or which will have a substantial impact on a street that may be proposed or scheduled as an RTCSNV project, and which are acted upon by the Planning Commission or the governing body of the entity that has jurisdiction over the street may be subject to certain conditions of approval at the discretion of the Planning Commission or governing body. Such conditions of approval may include the dedication of necessary rights-of-way and the construction of off-site improvements reasonably required in connection with the development of the property, including the installation of street paving, storm drain facilities and other off-site improvements that are reasonably necessary for the proper development of such property.

6.6.3 At the discretion of the entity, the property owner or its designee may enter into an agreement to construct such off-site improvements, secured by appropriate performance security, an agreement for the deposit of cash or other performance security to pay the costs of such construction or an agreement to participate in a special improvement district that will be created to construct such improvements, or any combination of such agreement; provided, however, that the property owner shall be informed that the street adjacent to its property has been identified as an RTCSNV project and shall be informed of the option of proceeding with the development of its property at that time, subject to such conditions of approval, or of foregoing the development of its property until such time as such street has been fully constructed, in which event the property owner will be relieved of any obligation to construction any improvements in excess of those that would be included in a special/local improvement district.

6.6.4 All of the conditions of approval with respect to subdivisions, parcel maps and applications for rezoning, variances and use permits and any obligation of the property owners to dedicate the necessary rights-of-way and to construct the required off-site improvements within the limits of the project as a reasonable condition for the approval of their developments shall remain in full force and effect and shall be enforced by the entity. Nothing in any signed agreement shall prevent the property owner from having its property included in any special improvement district that is created for such purposes.

6.6.5 Likewise, private funds which have been deposited with the entity by developers, individuals or others as an alternate to being required to construct any road improvements which are to be installed with the RTCSNV funds shall be used to supplement RTCSNV funds.

6.6.6 The RTCSNV will encourage meeting with private developers to ensure the best use of public funds based on information gathered from the regional project coordination process.

7 INTERLOCAL CONTRACTS

7.1 REQUIREMENTS

7.1.1 All Interlocal Contracts between the responsible entity for the project and the RTCSNV shall be drafted in conformance with the current Policies and Procedures of the RTCSNV. Exception to the policies and procedures as determined by action of the RTCSNV may be specifically noted in the Interlocal Contract.

7.1.2 Interlocal Contracts shall be funded for only the scope of work outlined in the contract. A project starting design will only have engineering and/or right-of-way funds authorized. A supplemental interlocal contract will be required for construction funds once all eligibility is met per Section 2.5.7. If a project will be constructed in phases, each phase upon meeting funding eligibility will require its own supplemental interlocal contract specifying the work to be completed with said phase.

7.1.3 In addition, the following items will be included in the Interlocal Contracts:

- A. The name of the funding agency shall be shown on the title sheets of both the plans and specifications as the RTCSNV of Southern Nevada.
- B. That the RTCSNV will pay for the cost of the project from funds derived from the Regional Street and Highway funds, upon the presentation of estimates prepared by the entity administering the contract.
- C. A paragraph stating responsibility for maintenance of the project.
- D. A statement that the entity administering the contract has a policy in place regarding the desirability of having no roadway cuts for utility work permitted on projects funded, at least in part, by the RTCSNV within five years following acceptance of the project for maintenance by the administering entity. Therefore each entity in which an RTCSNV project is located will contact every owner of undeveloped property adjacent to the project and the utility companies with the intent that mains and laterals will be installed prior to or at the time of the road construction. However, if utility cuts must be made in RTCSNV projects, the street shall be restored at least to the minimum requirements as described in Section 208.03.21., "Cutting and Restoring Street Surfacing," and other pertinent sections of the Uniform Standard Specifications and Drawings.

8 REGIONAL STREET AND HIGHWAY FUND

8.1 INCOME

8.1.1 The RTCSNV derives its income from a special motor vehicle fuel tax authorized by Nevada Revised Statue (NRS), Chapter 373 and the Clark County Code, Chapter 4.04. The Regional Street and Highway Fund of Clark County, acting as the fund receiving and dispensing money for the RTCSNV, receives the cents per gallon tax on certain motor vehicle fuels sold in Clark County. The net amount received by the RTCSNV is the aforementioned cents per gallon less an administrative amount deducted by the Nevada Tax Commission for collection and distribution.

8.1.2 The RTCSNV also maintains investments of those fund excesses not required for immediate expenditure on projects and receives a certain amount of income as a result of such investments. Proportionate shares of investment income/administrative expenses shall be credited to/deducted from the entities in the Direct Distribution Fund. No fund within the Direct Distribution Fund may go on the negative side.

8.2 EXPENDITURES

8.2.1 All billings from the entities requesting reimbursement to the entity or requesting direct payment to the entity contractor or consultant must be submitted and must be approved by the entity Public Works Director or other designated responsible person in charge of the project. The General Manager or designee is authorized to process and approve such payments providing the required approval and appropriation requirements have been satisfied.

8.3 FINANCIAL REPORTS

8.3.1 The General Manager or designee will direct the preparation of financial and progress reports as deemed necessary. A complete financial report will be prepared with an annual independent audit at the end of the fiscal year.

8.4 RTCSNV AUDIT

8.4.1 Each year, the RTCSNV shall authorize an independent certified public accountant to perform a financial audit of the activities of the RTCSNV. Such audit and findings resulting there from will be presented to the RTCSNV for review and approval. Copies of the audit will be presented to those interested jurisdictions as required by NRS and applicable ordinance.

8.4.2 The RTCSNV reserves the right to audit all reimbursement requests and expenditures related to funds approved, expended or appropriated for projects under financial sponsorship of the RTCSNV.

9 RESPONSIBILITY OF THE RTCSNV EXECUTIVE ADVISORY COMMITTEE

9.1 DEFINITIONS

9.1.1 The Executive Advisory Committee is an advisory body to the RTCSNV. The types of items, listed below, that will be placed on an agenda of the RTCSNV, shall be placed on an agenda of the Committee and it shall make recommendations to the RTCSNV.

9.1.2 Administrative

- A. Budget Items (Informational item)
 - i. Financial detail will not be included in the agenda back up but will be available on the RTCSNV website on a monthly basis.
- B. New and/or changes to RTCSNV staffing (Informational item)
- C. Note: The following list of Administrative items are not to be placed on an agenda of the Executive Advisory Committee unless specifically requested:
 - i. Office Facilities
 - ii. Committee Appointments/Resignations, etc.
 - iii. Transit and Paratransit Complaints and Appeals
 - iv. Purchases
 - v. Awarded RTCSNV Bid Items
 - vi. "Housekeeping" items

9.1.3 Streets and Highways

- A. Proposed Revisions to the Policies and Procedures which are under the direct purview of the Executive Advisory Committee
- B. Capital Improvement Program - Updates and Revisions
- C. Funding Issues
- D. Interlocal Contracts
- E. Authorizations to Proceed
- F. Revisions and Additions to the Uniform Standard Specifications and Drawings
- G. Non-routine Project Issues in which a difference of opinion exists between staff and an entity, and Waivers of Standards
- H. Project Issues as provided in the Policies and Procedures
- I. Change Orders as provided in the Policies and Procedures
- J. Final Reports
- K. Status Reports
 - i. Project detail will not be included in the agenda back up but will be available on the RTCSNV website on a monthly basis.

9.1.4 Legislation

- A. Proposed Bills
- B. Enacted Legislation

9.1.4.1 RTCSNV Transit System

- A. Route Changes/Extensions
- B. Ridership Revenues
- C. Fares
- D. System Modification and Expansions
- E. For example: Transfer hubs and stations and park and ride parking lots.
- F. Fixed guideway

9.1.5 Planning and Programming

- A. Federal Funding Issues
- B. TIP/RTP Development and Revisions
- C. Unified Planning Work Program (UPWP)
- D. Modeling Variables
- E. Planning Variables
- F. T.M. Items and Reports
- G. Bicycle and Pedestrian Element of the RTCSNV
- H. Air Quality Issues
- I. Notice of Public Hearings
- J. Status Reports

9.2 MEMBERSHIP

9.2.1 The membership of the Executive Advisory Committee shall consist of the following:

- A. The Public Works Director or other designated individual, from each RTCSNV member entity (Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson, City of Boulder City and City of Mesquite).
- B. The land use planning agency Director or other designated individual, from each RTCSNV member entity (Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson, City of Boulder City and City of Mesquite).
- C. The Deputy Director of the Nevada Department of Transportation, or other designated individual.

9.2.2 Each Executive Advisory Committee member shall have one vote.

9.2.3 The terms of the members of the Executive Advisory Committee shall be at the discretion of each represented entity or agency.

9.2.4 For each member as provided for in Paragraph 9.2.1 alternate member(s) may be appointed. Such Alternate members will exercise all functions of the member in the member's absence. All members and alternates must be designated, in writing, to the RTCSNV General Manager or designee.

9.3 OFFICERS AND DUTIES

9.3.1 A chair and a vice-chair shall be elected annually, at the first meeting in July, from the voting membership of the Executive Advisory Committee. The position of chair and vice-chair shall rotate alphabetically, by entity.

9.3.2 The succeeding chair will officiate at the July meeting and will serve for 12 months.

9.3.3 The chair shall preside at all meetings, call the meeting, and may choose to present a monthly progress report covering the Executive Advisory Committee's recommendations to the RTCSNV.

9.3.4 The vice-chair shall preside at meetings in the absence of the chair.

9.4 MEETINGS

9.4.1 The Executive Advisory Committee meeting shall be held monthly.

9.4.2 Special meetings of the Executive Advisory Committee may be called as directed by:

- A. The RTCSNV
- B. The chair of the Executive Advisory Committee
- C. The request of more than one-half of the membership
- D. The Chair of the RTCSNV

9.4.3 The Executive Advisory Committee shall follow a prepared agenda, subject to a publicly posted notice of public meeting as required by the Nevada State law. Items for discussion or action at an Executive Advisory Committee meeting must be submitted to the General Manager or designee at least 24 calendar days prior to the meeting date. The General Manager or designee may waive the 24 day requirement in accordance with his or her authority pursuant to the RTCSNV Administrative Procedures for Agenda Processing. The recommendations of the Executive Advisory Committee on each item that comes before it will be forwarded to the RTCSNV.

9.4.4 The presence of a majority of the members shall constitute the necessary quorum of the Executive Advisory Committee for the conduct of business.

9.5 ROBERT'S RULES OF ORDER

9.5.1 Robert's Rule of Order will be used except as follows:

- A. Seconds will not be required for any motion.
- B. The chair can make motions and can vote on any motion.

9.6 PROJECT REVIEW

9.6.1 Projects for which funding is provided through the metropolitan area's Transportation Improvement Program shall first be submitted to the Executive Advisory Committee for a recommendation before action is taken by the Commission except in an emergency as determined by five affirmative votes of the Commission.

9.7 ANNUAL REVIEW OF POLICIES AND PROCEDURES

9.7.1 There will be an annual review, by the Executive Advisory Committee, of the Policies and Procedures during the month of August.

9.8 RESPONSIBILITY OF THE RTCSNV STAFF

9.8.1 To provide clerical, technical and management support to the RTCSNV and RTCSNV advisory committees by:

- A. Preparing RTCSNV agendas and posting public notices of all RTCSNV and RTCSNV committee agendas in accordance with Nevada State law.
- B. Streets & Highway staff shall maintain, post, and distribute the RTCSNV Policies and Procedures and prepare and submit agenda items to the appropriate Subcommittees/Committees and Board for approval.
 - i. Attending meetings and public hearings related to RTCSNV business.
 - ii. Preparing technical and informational reports for the RTCSNV and the RTCSNV committees.
 - iii. Preparing and keeping of budget, bookkeeping, and financial records necessary for the efficient operation of the RTCSNV in accordance with State and County law and generally accepted accounting practices.
 - iv. Preparing transportation plans and programs that originate from a coordinated, comprehensive and continuing regional planning process.

9.8.2 To ensure that all RTCSNV actions are consistent with local, state and federal law.

9.8.3 All inquiries from media outlets shall be referred to the RTCSNV's Government Affairs Department. An appropriate spokesperson will handle the inquiry. All inquiries from elected officials shall be referred to the Government Affairs Department.

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11 POLICIES AND PROCEDURES GOVERNING TRANSPORTATION ACCESS ADVISORY COMMITTEE

11.1 CREATION AND PURPOSE

11.1.1 Pursuant to the requirements of the United States Federal Transit Administration, Section 504 of the 1973 Rehabilitation Assistant Act, the Americans with Disabilities Act of 1990 (ADA), and the Handicapped Transportation Program and ADA Paratransit Plan adopted there under by the RTCSNV, the Transportation Access Advisory Committee will provide public input on the special transportation concerns and needs of the elderly and disabled members of the community.

11.1.2 The TAAC shall serve as the RTCSNV's Paratransit Consumer Advisory Committee as required by the Americans with Disabilities Act.

11.2 MEMBERSHIP

11.2.1 The TAAC shall number no fewer than eight, nor more than 16 persons, each appointed by the RTCSNV.

11.2.2 Vacancies shall be filled by the RTCSNV from membership applications on file with the RTCSNV General Manager or his or her designee. At its discretion the RTCSNV shall periodically solicit membership applications to be reviewed in the event of subsequent Committee vacancies.

11.2.3 The term of appointment of each member shall be for two years ending on June 30th of an odd-numbered year. Members may be reappointed for successive terms.

11.2.4 All Committee members shall be residents of Clark County, Nevada.

11.2.5 TAAC Member Absences

- A. Excusal of an absence may be obtained by contacting the TAAC Chair, the RTCSNV General Manager or his or her designee prior to the meeting at which the absence will occur.
- B. Membership of any TAAC member who has three absences (excused or unexcused) within a calendar year, shall receive a warning letter.
- C. Membership of any TAAC member who has four absences (excused or unexcused) within a calendar year, shall be terminated.
- D. If a member is unable to attend a committee meeting that has been rescheduled to a future date they will not have that absence counted against their attendance, but they will have the option to participate in the committee meeting via conference line provided by the RTCSNV.
- E. Staff will provide the Committee members and the RTCSNV with a TAAC Attendance Status Report each meeting clearly showing each member's accumulated absences for the appointment period.
- F. A Committee member with excessive absences (excused or non-excused) during their appointment term may risk non-reappointment.

11.2.6 Each TAAC member shall have one vote.

11.3 OFFICERS AND DUTIES

11.3.1 The members of the TAAC shall elect a chair and a vice-chair annually at the first meeting in July.

11.3.2 The succeeding chair will officiate at the July meeting and will serve for 12 months.

11.3.3 The chair shall preside at all meetings, call the meetings, and represent the TAAC at all meetings. The chair may choose to present a monthly progress report covering the TAAC recommendations to the RTCSNV.

11.3.4 In the event that the chair is unavailable to perform these duties, the vice-chair shall act in the place of the chair.

11.4 MEETINGS

11.4.1 Meetings of the TAAC will be scheduled bi-monthly beginning in July of each year, but a special meeting may be called as directed by:

- A. The RTCSNV or its General Manager or designee
- B. The TAAC chair
- C. The request of more than one-half of the membership
- D. The Chair of the RTC

11.4.2 The presence of 1/3 of the membership shall constitute a quorum.

11.4.3 The TAAC shall follow a prepared agenda, subject to a publicly posted notice of public meeting as required by the Nevada State law. Items for discussion or action at a TAAC meeting must be submitted to the General Manager or his or her designee at least 12 working days prior to the meeting date. The General Manager or designee may waive the 12-day requirement, in accordance with his or her authority pursuant to the RTCSNV Administrative Procedures for Agenda Processing. The recommendations of the TAAC on each item that comes before it will be forwarded to the RTCSNV.

11.4.4 No meeting of the TAAC shall last more than one hour and thirty minutes except by vote of a majority of those Committee members attending the meeting.

11.5 ROBERT’S RULES OF ORDER

11.5.1 Robert’s Rule of Order will be used except as follows:

- A. Seconds will not be required for any motion.
- B. The chair can make motions and can vote on any motion.

12 POLICIES AND PROCEDURES GOVERNING THE METROPOLITAN PLANNING SUBCOMMITTEE (MPS)

12.1 CREATION AND PURPOSE

12.1.1 The Metropolitan Planning Subcommittee shall assist the Executive Advisory Committee in the formulation of recommendations to the RTCSNV. The Subcommittee's areas of interest shall include planning and programming issues and other items as requested by the Regional Transportation or the Executive Advisory Committee

12.2 MEMBERSHIP

12.2.1 The membership of the Metropolitan Planning Subcommittee shall consist of the following entity representatives:

- A. The land use planning agency General Manager, Director of Planning or other designated individual, from each RTCSNV member entity (Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson and City of Boulder City).
- B. The Chief of the Program Development Office of the Nevada Department of Transportation, or other designated individual.
- C. The land use planning agency director, or other designated individual, from the City of Mesquite and any other subsequently incorporated city that is a member of the RTCSNV, upon written request to the RTCSNV General Manager or designee.

12.2.2 The membership of the Metropolitan Planning Subcommittee shall also consist of the following community and special interests representatives:

- A. A designated staff member from the Clark County Department of Air Quality Management.
- B. The Director of the Clark County Department of Aviation, or other designated individual.
- C. A representative of each firm operating public mass transit services in the Las Vegas metropolitan planning area under contractual arrangements with the RTCSNV.
- D. One representative, selected by the RTCSNV, from the urban goods/freight transportation industry.
- E. One representative selected by the RTCSNV, from the taxicab or private motor carrier industry.
- F. One representative from the Clark County School District.
- G. One representative from the Bureau of Land Management.
- H. One representative from the Southern Nevada Water Authority.
- I. One representative from Nellis Air Force Base.
- J. One representative selected by the RTCSNV, for non-motorized transportation users

12.2.3 Members of the Metropolitan Planning Subcommittee shall be selected by the entity, firm or agency they represent, unless otherwise designated under paragraph 14.2.2 above to be selected by the RTCSNV.

12.2.4 Members of the Metropolitan Planning Subcommittee designated under paragraph 14.2.2 above to be selected by the RTCSNV shall have a term of appointment for two years ending on June 30 of an odd-

numbered year. Members may be reappointed for successive terms. Vacancies shall be filled by the RTCSNV.

12.2.5 Each Metropolitan Planning Subcommittee member shall have one vote.

12.2.6 Except as provided for in paragraph 14.2.4 the terms of the members of the Metropolitan Planning Subcommittee shall be indefinite.

12.2.7 For each member provided for in paragraphs 14.2.1 and 14.2.2, one alternate member may be appointed. Such alternate members will exercise all functions of the member in the member's absence. All members and alternates must be designated, in writing, to the RTCSNV General Manager or designee.

12.3 OFFICERS AND DUTIES

12.3.1 A chair and vice-chair shall be elected annually, at the first meeting in July, from the voting membership of the Metropolitan Planning Subcommittee. The position of chair and vice-chair shall rotate alphabetically by the name of the entity, firm or agency listed under Section 14.2.1 and 14.2.2.

- A. The succeeding chair will officiate at the July meeting and will serve for 12 months.
- B. The chair shall preside at all meetings, call the meetings, and represent the Metropolitan Planning Subcommittee at all meetings. The chair may choose to present a monthly progress report covering the Metropolitan Planning Subcommittee's recommendations to the Executive Advisory Committee.
- C. In the event that the chair is unable to perform these duties, the vice-chair shall act in the place of the chair.

12.4 MEETINGS

12.4.1 The Metropolitan Planning Subcommittee shall meet not less than once every two months. Special meetings of the Metropolitan Planning Subcommittee may be called as directed by:

- A. The RTCSNV
- B. The chair of the Subcommittee
- C. The request of more than one-half of the membership
- D. The Executive Advisory Committee or its chair
- E. The Chair of the RTCSNV

12.4.2 The presence of seven (7) of the committee's members shall constitute a quorum.

12.4.3 The Metropolitan Planning Subcommittee shall follow a prepared agenda, subject to a publicly posted notice of public meeting as required by the Nevada State law. Items for discussion or action at a Metropolitan Planning Subcommittee meeting must be submitted to the General Manager or designee at least 12 working days prior to the meeting date. The General Manager or designee may waive the 12-day requirement, in accordance with his or her authority pursuant to the RTCSNV Administrative Procedures for Agenda Processing. The recommendations of the Metropolitan Planning Subcommittee on each item that comes before it will be forwarded to the Executive Advisory Committee and the RTCSNV

12.5 ROBERT'S RULES OF ORDER

12.5.1 Robert's Rule of Order will be used except as follows:

- A. Seconds will not be required for any motion.
- B. The chair can make motions and can vote on any motion.

13 POLICIES AND PROCEDURES GOVERNING THE FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION OPERATIONS MANAGEMENT COMMITTEE (FAST OMC)

13.1 CREATION AND PURPOSE

13.1.1 The primary role of the Operations Management Committee (OMC) is to provide instructions and direction to the Freeway and Arterial System of Transportation (FAST) System Director to formulate policy, establish operational procedures and principles (Transportation Management Strategies), and monitor the various aspects of the FAST System, so long as such instructions and directions are within the policies, procedures and budget established for FAST by the RTC SNV acting as the Policy Board pursuant to the Las Vegas Freeway and Arterial System of Transportation (FAST) agreement.

13.1.2 The OMC shall develop and recommend to the Policy Board a funding policy that achieves the funding requirements for the Operation and Maintenance of FAST. The OMC shall be responsible for providing recommendations for the development, review and concurrence of the annual budget that achieves the funding requirements for the Operation and Maintenance of FAST. The OMC shall provide its recommendation at or prior to the scheduled OMC meeting in January of each year.

13.1.3 The OMC shall have the authority to appoint working groups to carry out the purpose and duties of this Agreement. These working groups shall make recommendations to the OMC for action.

13.1.4 The OMC shall assist with development, review and concurrence with the Transportation Management Strategies prior to their implementation in the FAST System. Exempted are non-regional special events and non-priority times. Transportation Management Strategies selected by the OMC may be implemented during Priority Times.

13.1.5 If a Member Agency desires to remove any portion of the Transportation Management Infrastructure or Intelligent Transportation System (ITS) Field Devices within its jurisdiction from control of FAST, notice of such intent shall be conveyed in writing to the OMC at a minimum of seven months prior to the close of the current fiscal year and in no event shall the proposed number of transportation management or ITS Field Devices exceed ten percent of the total number of transportation management or ITS devices within the member's jurisdiction. The OMC shall have the authority to approve or disapprove the recommended removal of any Transportation Management Infrastructure or Field Devices from FAST.

13.1.6 The OMC shall have the authority to approve or disapprove the recommended removal of any Transportation Management Infrastructure or ITS Field Devices from FAST.

13.1.7 The OMC shall participate in the selection of the FAST System Director and recommend the salary and job responsibilities of the FAST System Director's job performance.

13.1.8 The OMC shall recommend the job classifications, job descriptions, job status (appointive or classified), salaries and other related matters to the FAST System Director and the RTC SNV which serves as the Administrator. Such job classifications shall be filled in accordance with the personnel policies and procedures of the Administrator.

13.1.9 The OMC shall review monthly the budgetary needs and expenditures of the FAST System.

13.2 MEMBERSHIP

13.2.1 The Member Agencies, in alphabetical order, are City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County, Nevada Department of Transportation (NDOT), and the RTC SNV.

13.2.2 The OMC membership shall consist of one representative from each Member Agency, represented by the Director, Assistant Deputy Director(s) of Public Works, the Deputy Director(s), Assistant Director for Operations or District I Engineer of NDOT, and the General Manager or designee of the RTCSNV. Each representative shall have a designated first and second alternate at a minimum with full authority to act in the absence of the representative.

13.2.3 Members and alternates shall be designated in writing to the General Manager or designee of the RTCSNV. The terms of the members shall be indefinite.

13.2.4 Each Member Agency shall have one vote on actions taken by the OMC.

13.2.5 Through the OMC the Member Agencies shall make the final determination regarding which traffic control and/or ITS Field Devices will be operated and/or maintained by FAST.

13.3 OFFICERS AND DUTIES

13.3.1 The members of the FAST OMC shall elect a chair and a vice-chair annually at the first meeting in August.

13.3.2 The succeeding chair will officiate at the August meeting and will serve for 12 months. The chair and vice chair shall be rotated alphabetically by voting entity.

13.3.3 The chair shall preside at all FAST OMC meetings, call the meetings, and represent the FAST OMC at all meetings.

13.3.4 In the event that the chair is unavailable to perform these duties, the vice-chair shall act in the place of the chair.

13.4 MEETINGS

13.4.1 The OMC shall meet every other month during the even-numbered months. Additional meetings may be held at the discretion of the Chairperson should such a need arise. All meetings shall comply with the notice requirements of the Open Meeting Law (NRS.241).

13.4.2 The presence of a majority of the membership shall constitute a quorum of the FAST OMC.

13.4.3 The FAST OMC shall follow a prepared agenda, subject to a publicly posted notice of public meeting as required by the Nevada State law. Items for discussion or action at a FAST OMC meeting must be submitted to the General Manager or designee at least 12 working days prior to the meeting date. The General Manager or designee may waive the 12-day requirement, in accordance with the RTCSNV Administrative Procedures for Agenda Processing.

13.5 ROBERT'S RULES OF ORDER

13.5.1 Robert's Rule of Order will be used except as follows:

- A. Seconds will not be required for any motion.
- B. The chair can make motions and can vote on any motion.

14 POLICIES AND PROCEDURES GOVERNING THE OPERATIONS SUBCOMMITTEE

14.1 CREATION AND PURPOSE

14.1.1 The Operations Subcommittee assists the Executive Advisory Committee in formulation of recommendations to the RTCSNV. The Subcommittee's areas of interest include traffic management and roadway operations, such as standardized traffic control features. Additionally, the Subcommittee may consider recommendations concerning RTCSNV transit operational matters.

14.2 MEMBERSHIP

14.2.1 The membership of the Operations Subcommittee shall consist of the following:

- A. The Traffic Engineer or other designated individual, from each RTCSNV member entity (Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson and City of Boulder City).
- B. The District Traffic Engineer from the Nevada Department of Transportation, or other designated individual.
- C. The Traffic Engineer, or other designated individual, from the City of Mesquite and any other subsequently incorporated city that is a member of the RTCSNV, upon written request to the RTCSNV General Manager or designee.
- D. An individual designated by the Las Vegas Metropolitan Police Department and other law enforcement agencies in Clark County, upon written request to the RTCSNV General Manager or designee, as a non-voting advisory member.
- E. An individual designated by the Clark County Fire Department and other fire department agencies in Clark County, upon written request to the RTCSNV General Manager or designee, as non-voting advisory members.

14.2.2 Each Operations Subcommittee member, except for the individuals designated by the Las Vegas Metropolitan Police Department, the Clark County Fire Department and other law enforcement and fire department agencies in Clark County, shall have one vote.

14.2.3 The term of the members of the Operations Subcommittee shall be indefinite.

14.2.4 For each member provided for in Paragraphs 6.2.1, one alternate member may be appointed. Such alternate members will exercise all functions of the member in the member's absence. All members and alternates must be designated, in writing, to the RTCSNV General Manager or designee.

14.3 OFFICERS AND DUTIES

14.3.1 Depending upon the meeting scheduled of the Operations Subcommittee, the members of the Operations Subcommittee shall elect a chair and a vice-chair annually at the first meeting in either July or August.

14.3.2 Depending upon the meeting schedule of the Specifications Subcommittee, the succeeding chair will officiate at the July meeting and will serve for 12 months. The chair and vice chair shall be rotated alphabetically by voting entity.

14.3.3 The chair shall preside at all Operations Subcommittee meetings, call the meetings, and represent the Operations Subcommittee at all meetings. The chair may choose to present a monthly progress report covering the Operations Subcommittee's recommendations to the Executive Advisory Committee.

14.3.4 In the event that the chair is unavailable to perform these duties, the vice-chair shall act in the place of the chair.

14.4 MEETINGS

14.4.1 Meetings of the Operations Subcommittee may be called as directed by:

- A. The RTCSNV
- B. The chair of the Operations Subcommittee
- C. The request of more than one-half of the membership
- D. The Executive Advisory Committee or its chair
- E. The Chair of the RTCSNV

14.4.2 The presence of a majority of the voting membership shall constitute a quorum of the Operations Subcommittee.

14.4.3 The Operations Subcommittee shall follow a prepared agenda, subject to a publicly posted notice of public meeting as required by the Nevada State law. Items for discussion or action at an Operations Subcommittee meeting must be submitted to the General Manager or designee at least 12 working days prior to the meeting date. The General Manager or designee may waive the 12-day requirement, in accordance with the RTCSNV Administrative Procedures for Agenda Processing. The recommendations of the Operations Subcommittee on each item that comes before it will be forwarded to the Executive Advisory Committee and the RTCSNV.

14.5 ROBERT'S RULES OF ORDER

14.5.1 Robert's Rule of Order will be used except as follows:

- A. Seconds will not be required for any motion.
- B. The chair can make motions and can vote on any motion.

15 POLICIES AND PROCEDURES GOVERNING THE SPECIFICATIONS SUBCOMMITTEE

15.1 CREATION AND PURPOSE

15.1.1 The Specifications Subcommittee assists the Executive Advisory Committee in formulation of recommendations to the RTCSNV. The Subcommittee's areas of interest include matters regarding the Uniform Standard Specifications for Public Works Construction Off-Site Improvements and updating the Uniform Standard Drawings.

15.2 MEMBERSHIP

15.2.1 The membership of the Specifications Subcommittee shall consist of the following:

- A. The Public Works Director or other designated individual, from each RTCSNV member entity (Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson and City of Boulder City).
- B. The Public Works Director or other designated individual, from the City of Mesquite and any other subsequently incorporated city that is a member of the RTCSNV, upon written request to the RTCSNV General Manager or designee.
- C. An individual from the Clark County Regional Flood Control District and the Nevada Department of Transportation District Materials Laboratory or other designated individual shall be non-voting advisory members.

15.2.2 Each Specifications Subcommittee member, except advisory members, shall have one vote.

15.2.3 The term of the members of the Specifications Subcommittee shall be indefinite.

15.2.4 For each member provided for in Paragraphs (A), one alternate member may be appointed. Such alternate members will exercise all functions of the member in the member's absence. All members and alternates must be designated, in writing, to the RTCSNV General Manager or designee.

15.3 OFFICERS AND DUTIES

15.3.1 Depending upon the meeting scheduled of the Specifications Subcommittee, the members of the Subcommittee shall elect a chair and a vice-chair annually at the first meeting in July or August. The chair and vice chair shall be rotated alphabetically by entity.

15.3.2 Depending upon the meeting schedule of the Specifications Subcommittee, the succeeding chair will officiate at the July or August meeting and will serve for 12 months.

15.3.3 The chair shall preside at all Specifications Subcommittee meetings, call the meetings, and represent the Specifications Subcommittee at all meetings. The chair may choose to present a monthly progress report covering the Specifications Subcommittee's recommendations to the Executive Advisory Committee.

15.3.4 In the event that the chair is unavailable to perform these duties, the vice-chair shall act in the place of the chair.

15.4 MEETINGS

15.4.1 Meetings of the Specifications Subcommittee may be called as directed by:

- A. The RTCSNV
- B. The chair of the Specifications Subcommittee
- C. The request of more than one-half of the membership
- D. The Executive Advisory Committee or its chair
- E. The Chair of the RTCSNV Board of Commissioners

15.4.2 The presence of a majority of the membership shall constitute a quorum of the Specifications Subcommittee.

15.4.3 The Specifications Subcommittee shall follow a prepared agenda, subject to a publicly posted notice of public meeting as required by the Nevada State law. Items for discussion or action at a Specifications Subcommittee meeting must be submitted to the General Manager or designee at least 12 working days prior to the meeting date. The General Manager or designee may waive the 12-day requirement in accordance with his or her authority pursuant to the RTCSNV Administrative Procedures for Agenda Processing. The recommendations of the Specifications Subcommittee on each item that comes before it will be forwarded to the Executive Advisory Committee and the RTCSNV.

15.5 ROBERT'S RULES OF ORDER

15.5.1 Robert's Rule of Order will be used except as follows:

- A. Seconds will not be required for any motion.
- B. The chair can make motions and can vote on any motion.

16 POLICIES AND PROCEDURES GOVERNING THE BUS SHELTER AND BENCH ADVISORY COMMITTEE (BSBAC)

16.1 CREATION AND PURPOSE

16.1.1 On July 1, 2005, Assembly Bill 239 transferred authority to provide for benches and shelters for passengers of public mass transportation from local governments to the RTCSNV. The Bill required the establishment of an advisory committee to provide information and advice to the RTCSNV concerning the construction and maintenance of those benches and shelters, thereby heightening Commission sensitivity to community needs and desires.

16.2 MEMBERSHIP

16.2.1 Assembly Bill 239 mandates two members of the general public from each city within the county appointed by the governing body of that city and six members of the general public appointed by the Commission. One-third (1/3) of the membership constitutes a quorum. Vacancies shall be filled in the same manner as the original appointment. At its discretion, the RTCSNV shall periodically solicit membership applications for review in the event of subsequent Committee vacancies.

16.2.2 The term of appointment of each member shall be for one year. Members may be reappointed for successive terms.

16.2.3 All Committee members shall be residents of Clark County, Nevada.

16.2.4 BSBAC Member Absences:

- A. Excusal of an absence may be obtained by contacting the BSBAC Chair or the General Manager or designee prior to the meeting at which the absence will occur.
- B. Staff will provide the Committee members and the RTCSNV with a BSBAC Attendance Status Report each meeting clearly showing each member's accumulated absences for the appointment period.
- C. A Committee member with excessive absences during their appointment term may risk non-reappointment.

16.2.5 Each BSBAC member shall have one vote.

16.3 OFFICERS AND DUTIES

16.3.1 The members of the BSBAC shall elect a chair and a vice-chair annually at the first meeting.

16.3.2 The succeeding chair will officiate at the first meeting and will serve for 12 months.

16.3.3 The chair shall preside at all meetings, call the meetings, and represent the BSBAC at all meetings. The chair will brief the RTCSNV every six months to report the Committee's progress.

16.3.4 In the event that the chair is unavailable to perform these duties, the vice-chair shall act in the place of the chair.

16.4 MEETINGS

16.4.1 Meetings of the BSBAC will be scheduled bi-monthly, but a special meeting may be called as directed by the:

- A. RTC of Southern Nevada (RTCSNV) or its Director

B. Chair of the RTC Board of Commissioners

16.4.2 The presence of 1/3 of the membership shall constitute the Committee's quorum.

16.4.3 The BSBAC shall follow a prepared agenda, subject to a publicly posted notice of public meeting as required by the Nevada State law. Items for discussion or action at a BSBAC meeting must be submitted to the General Manager or designee at least 12 working days prior to the meeting date for approval. The General Manager or designee may waive the 12-day requirement in accordance with his or her authority pursuant to the RTCSNV Administrative Procedures for Agenda Processing. The recommendations of the BSBAC on each item that comes before it will be forwarded to the RTCSNV.

16.4.4 No meeting of the BSBAC shall last more than one hour and thirty minutes except by vote of a majority of those Committee members attending the meeting.

16.5 ROBERT'S RULES OF ORDER

16.5.1 Robert's Rule of Order will be used except as follows:

- A. Seconds will not be required for any motion.
- B. The chair can make motions and can vote on any motion.

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18 POLICIES AND PROCEDURES GOVERNING REGIONAL PROJECT COORDINATION COMMITTEE

18.1 CREATION AND PURPOSE

18.1.1 The Utility Coordination Committee of the RTCSNV was established by the Commission on August 8, 1991. The purpose of the Committee is to coordinate the construction of infrastructure improvements to reduce inconvenience and delays to the public.

18.1.2 On January 14, 2016, the RTCSNV approved a name change of the Committee to the Regional Project Coordination Committee (RPCC). The name change is intended to reflect the Committee's focus on all types of infrastructure projects within the public rights-of-way and not just those that are related to utilities. It will also emphasize the long-range planning coordination goals of the Committee.

18.2 MEMBERSHIP

18.2.1 The following entities and agencies are voting members of the Regional Project Coordination Committee:

GOVERNMENTAL ENTITIES

City of Henderson
City of Las Vegas
Clark County
City of North Las Vegas
Clark County Regional Flood Control District
Nevada Department of Transportation
Freeway and Arterial System of Transportation
Bureau of Land Management

UTILITIES

Southwest Gas Corporation
Las Vegas Valley Water District
CenturyLink Corporation
Kern River Gas Transmission Company
Southern Nevada Water Authority
Kinder Morgan
NV Energy
Clark County Water Reclamation District
tw telecom
Nevada Public Utilities Commission

ADVISORY (NON-VOTING) MEMBERS

Clark County School District
Las Vegas Metro Chamber of Commerce
Las Vegas Convention and Visitors Authority

18.2.2 Members and alternates shall be designated in writing to the General Manager or designee of the RTCSNV. The terms of the members shall be indefinite.

18.3 OFFICERS AND DUTIES

18.3.1 The members of the Regional Project Coordination Committee shall elect a chair and a vice-chair annually at the first meeting in July.

18.3.2 The succeeding chair will officiate at the July meeting and will serve for 12 months. The chair and vice-chair shall both be rotated annually between a representative from a governmental entity and a utility.

18.3.3 The chair shall preside at all Regional Project Coordination Committee meetings, call the meetings, and represent the Regional Project Coordination Committee at all meetings.

18.3.4 In the event that the chair is unavailable to perform these duties, the vice-chair shall act in the place of the chair.

18.4 MEETINGS

18.4.1 The Regional Project Coordination Committee may be called as directed by:

- A. The RTCSNV
- B. The chair of the Regional Project Coordination Committee
- C. The request of more than one-half of the membership
- D. The Chair of the RTCSNV Board of Commissioners

18.4.2 The presence of ten or more members shall constitute a quorum of the Regional Project Coordination Committee.

18.4.3 The Regional Project Coordination Committee shall follow a prepared agenda, subject to a publicly posted notice of public meeting as required by the Nevada State law. Items for discussion or action at a Regional Project Coordination Committee meeting must be submitted to the General Manager or designee at least 12 working days prior to the meeting date. The General Manager or designee may waive the 12-day requirement in accordance with his or her authority pursuant to the RTCSNV Administrative Procedures for Agenda Processing. The recommendations of the Regional Project Coordination Committee on each item that comes before it may be forwarded to the Executive Advisory Committee and the RTCSNV.

18.5 ROBERT'S RULES OF ORDER

18.5.1 Robert's Rule of Order will be used except as follows:

- A. Seconds will not be required for any motion.
- B. The chair can make motions and can vote on any motion.

APPENDIX

WARRANTS FOR SETTING SPEED LIMITS

Policies for warrants for setting speed limits shall be determined by each local entity.

UNIFORM CROSSING GUARD WARRANTS LAS VEGAS METROPOLITAN AREA

Policies for uniform crossing guard warrants shall be determined by each local entity.

A RECOMMENDED POLICY FOR THE CLARK COUNTY AREA FOR THE DESIGNATION OF LOCATIONS AND INSTALLATION OF AUDIBLE PEDESTRIAN SIGNALS

Policies for designation of locations and installation of audible pedestrian signals shall be determined by each local entity.

RATING FOR SETTING PRIORITIES FOR TRAFFIC SIGNAL CONSTRUCTION

Policies for priority ratings for traffic signals shall be determined by each local entity.

GUIDELINES FOR INSTALLATION OF LEFT TURN PHASES ON TRAFFIC SIGNALS

Policies for left turn phases on traffic signals shall be determined by each local entity.

GUIDELINES FOR THE DESIGNATION OF SCHOOL ZONES, SCHOOL CROSSING ZONES, AND FOR THE INSTALLATION AND OPERATION OF SPEED LIMIT SIGN BEACONS

Policies for designating school zones, school crossing zone, and for the installation and operation of speed limit sign beacons shall be determined by each local entity.

GUIDELINES FOR CONSTRUCTION OF PORTLAND CEMENT
CONCRETE INTERSECTIONS ON RTCSNV PROJECTS

- I. Determine feasibility of designing a Portland Cement Concrete (PCC) intersection as an alternate to an Asphalt Concrete (AC) intersection.
 - A. The following three criteria should be met:
 - 1. Location is a signalized intersection of two-major developed streets.
 - 2. Intersection is being designed to ultimate line and grade.
 - 3. All foreseeable underground facilities will be in place at the time of construction.
 - B. One of the following traffic volumes criteria should be met:
 - 1. On a street with a grade equal to or less than 3%, a traffic and truck volume corresponding to a traffic index of 11.0 or greater.
 - 2. On a street with a grade greater than 3%, a traffic and truck volume corresponding to a traffic index of 10.5 or greater.
 - 3. On a street with adverse soil conditions such as soils with an R value of 15 or less, or soils with a high potential for chemical heave, the above traffic indices may be reduced to read 10.0 or greater.

Traffic projections provided by the Clark County Transportation Study or based on anticipated land use plans.

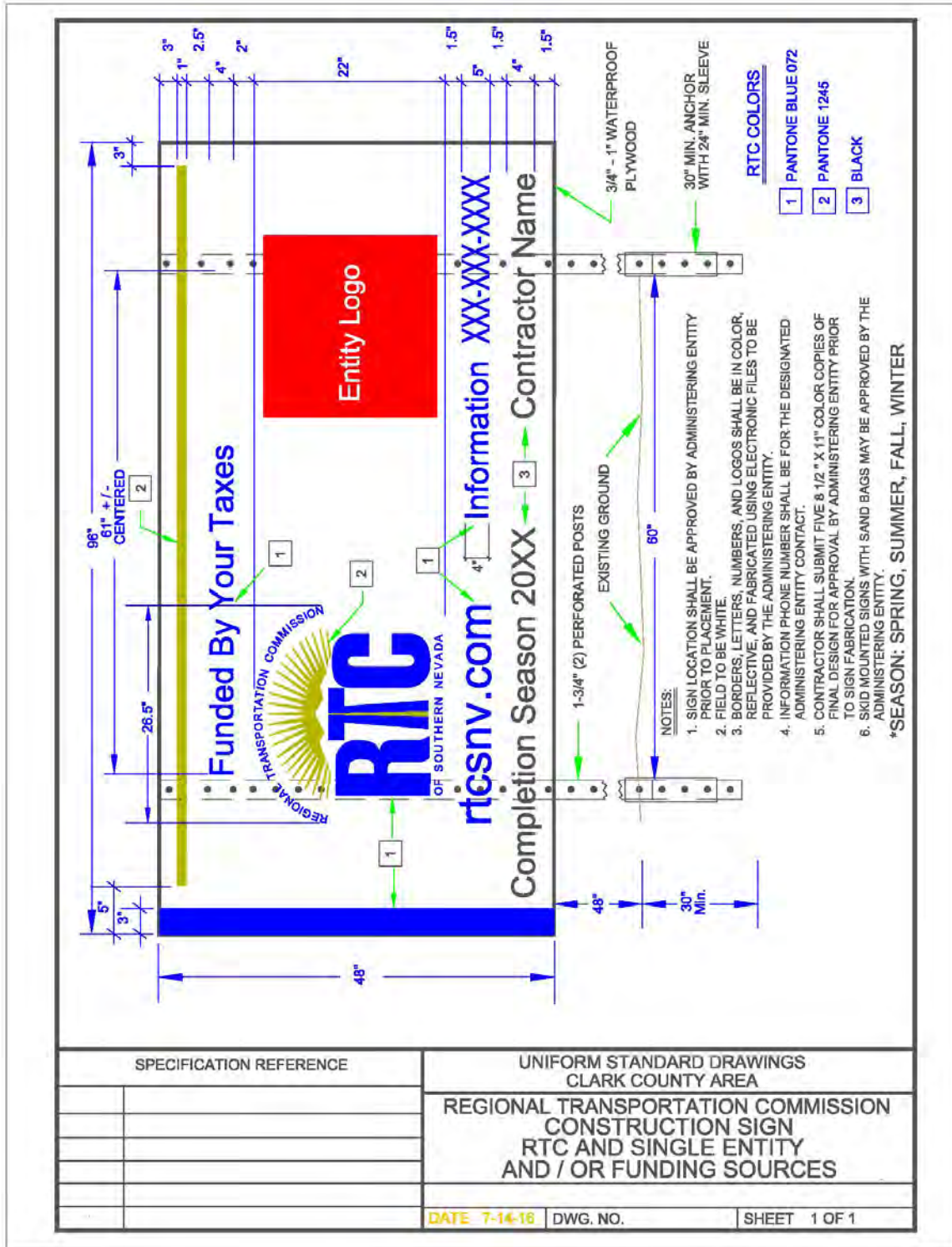
Percentage of trucks should be based on an actual truck count.

- II. After bids are received, the life cycle costs of both the AC and PCC intersections should be analyzed. The costs of the PCC intersection should not be more than 50% higher than the cost of the AC intersection.

PCC approaches to an intersection should be constructed only on the streets on which the traffic volume requirement is met.

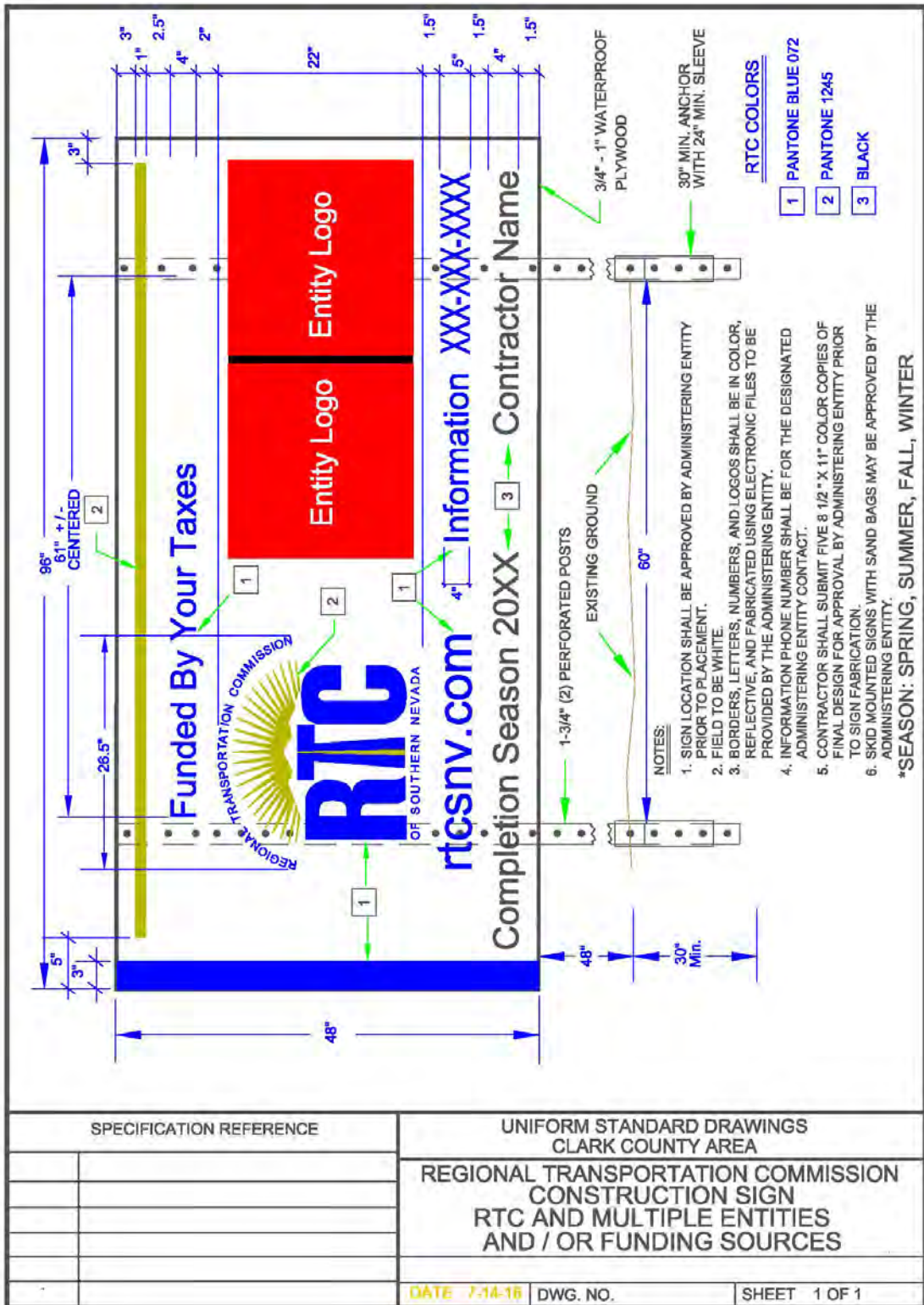
Approved 05/10/84

REGIONAL TRANSPORTATION COMMISSION CONSTRUCTION SIGN
SINGLE ENTITY



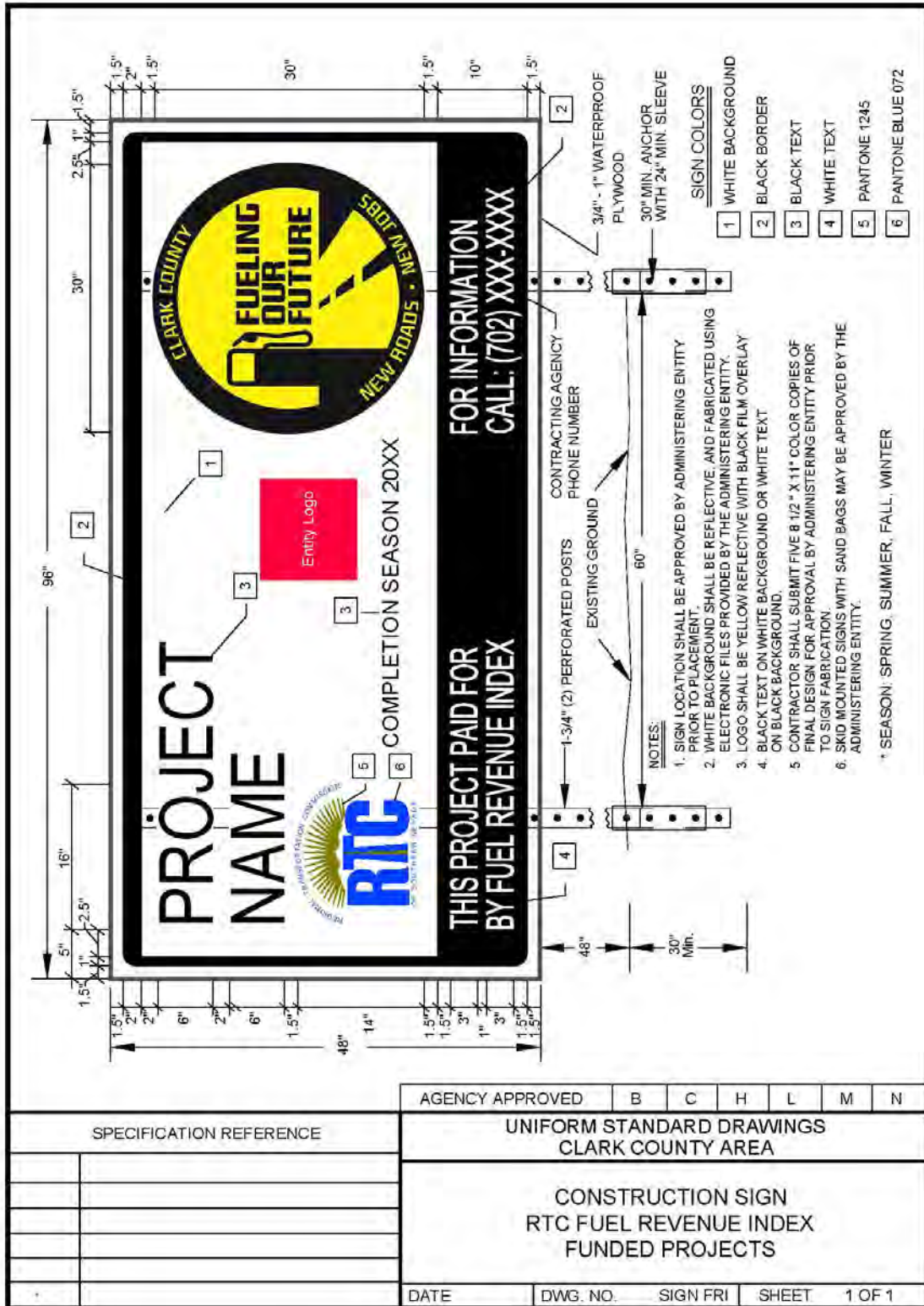
Revised 07/14/16

REGIONAL TRANSPORTATION COMMISSION CONSTRUCTION SIGN
 MULTIPLE ENTITIES AND/OR FUNDING SOURCES

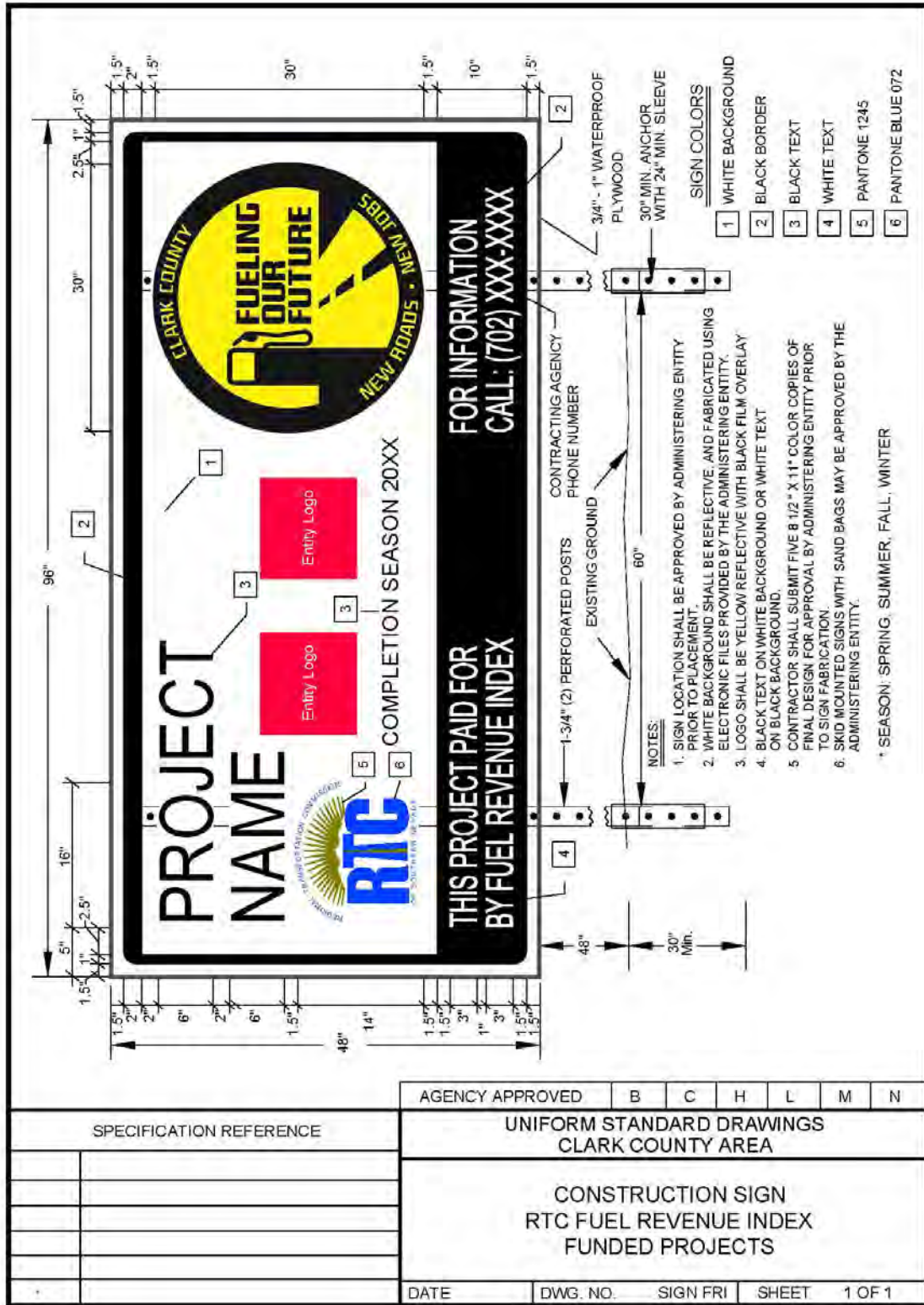


Revised 7/14/16

REGIONAL TRANSPORTATION COMMISSION CONSTRUCTION SIGN
SINGLE ENTITY FUEL REVENUE INDEX FUNDED PROJECTS



REGIONAL TRANSPORTATION COMMISSION CONSTRUCTION SIGN
 MULTIPLE ENTITIES FUEL REVENUE INDEX FUNDED PROJECTS



TRAFFIC IMPACT ANALYSIS GUIDELINES

A. Responsibilities for Traffic Impact Analysis.

- (1) A Traffic Impact Analysis may be required for any project generating over 100 peak hour trips by a government agency responsible for adjacent roadways (Agency) in order to adequately assess the impact of a proposal on the existing and/or planned street system. In special cases, a Traffic Impact Analysis may be required for projects proposed to generate fewer than 100 new trips. The primary responsibility for assessing the traffic impacts associated with a proposed development will rest with the developer, not with the responsible governmental agency or agencies serving in a review and approval capacity.
 - (a) Each Agency may have additional requirements for Traffic Impact Studies other than those included herein, and the developer/applicant must comply with all Agency specific requirements.
- (2) A written professional traffic engineering study meeting these guidelines may be required for any development proposal.
- (3) When required, the Traffic Impact Analysis shall be the responsibility of the applicant and must be prepared and sealed by a Nevada Registered Professional Engineer with appropriate experience in transportation engineering. Upon submission of a draft traffic study, the Agency's Traffic Engineer will review the study assumptions, procedures, sources, methods, and findings, and will provide comments in written form. The developer and the developer's engineer will then have an opportunity to incorporate necessary revisions prior to submitting a final report.
- (4) Any traffic study having no regional significance will be reviewed in a timely manner. Developments that will create regional transportation impacts shall be submitted by the applicant to the RTCSNV, the Nevada Department of Transportation (NDOT) and, if applicable, other local government agencies, concurrently with submission to the Agency. Longer review periods should be anticipated if the Nevada Department of Transportation or multiple jurisdictions are involved.
- (5) All previous traffic studies relating to the development that are more than one year old at the time of the start of actual development construction may require updating, unless conditions are determined not to have changed significantly.
- (6) Traffic studies may be required for the following submittals:
 - (a) For a rezoning application.
 - (b) For a tentative subdivision map if the property has previously been zoned for the proposed use and no traffic study was required at the time of the zoning.
 - (c) Prior to the issuance of a Building Permit, if the property has already been zoned or subdivided and no previous traffic study less than one year old exists.
 - (d) The applicant may be required to submit a new traffic study if, after submitting the original traffic study, the land use intensity or traffic generation is increased. Where access points are not defined or a site plan is not available at the time the traffic study is prepared, additional traffic analysis may be required when a site plan becomes available or the access points are defined.
- (7) If insufficient information is available but the property appears to involve a sufficiently intense land use, the applicant will be informed that a traffic study is required. The applicant is urged to contact the Agency's Traffic Engineer at the preplanning stage to determine if a traffic study will be required.

B. Suggested Format for a Traffic Study –

Traffic Engineering consultants are required to discuss projects with the Agency's Traffic Engineer prior to commencing the study. Topics for possible discussion at such meeting might include directional distribution of traffic, definition of the study area, intersections requiring level-of-service analysis, and methods for projecting build out volume. This should provide a firm base of cooperation and communication between the Agency, owner, developer and his or her consultants in developing realistic traffic characteristics, which is in the best interest of the total community. Projects creating regional impacts should be discussed with Clark County, NDOT and RTCSNV. Specific requirements will vary depending on the site location. However, all traffic studies shall contain, as a minimum, the following information:

- (1) Executive Summary. It is anticipated that this chapter will contain a brief project overview, study conclusions and recommendations as an executive summary to guide the local policy-making boards, commissions and councils.
- (2) Introduction
 - (a) Site and Study Area Boundaries

A brief description of the size of the land parcel, general terrain features, the location within the jurisdiction and the region should be included in this section. In addition, the roadways that afford access to the site, and are included in the study area, should be identified. Public facilities for bicycles and pedestrians in the

project vicinity should be identified. The exact limits of the study area should be based on engineering judgment, and an understanding of existing traffic conditions at the site. In all instances, however, the study area limits shall be mutually agreed upon by the developer, his or her engineer and the Agency's Traffic Engineer. These limits will usually result from initial discussion with the Agency's Traffic Engineer. A vicinity map that shows the site in relation to the surrounding transportation system should be included.

(b) Existing and Proposed Site Uses and Densities

The existing and proposed uses and densities of the site should be identified in terms of the various zones categories of the Agency. In addition, the specific use and densities of which the request is made should be identified, if known, since a number of uses may be permitted under the existing ordinances.

(c) Existing and Proposed Uses in Vicinity of Site

A complete description of the existing land uses in the vicinity of the site, as well as their current zoning use, should be included. The applicant should also state the proposed uses for vacant adjacent land in order that any proposed transition in uses are identified. This latter item is especially important where large tracts of underdeveloped land are in the vicinity of the site, and within the prescribed study area.

(d) Existing and Proposed Roadways and Intersections

Within the study area, the applicant must describe existing roadways, including sidewalks and bicycle facilities and intersections (geometrics and traffic signal control) as well as improvements contemplated by government agencies. Sidewalk gaps or gaps in the bicycle network should be identified and addressed. This would include the nature of the improvement project, its extent, implementation schedule, and the agency or funding source responsible.

(3) Trip Generation

The future motor vehicle trips generated on the developed site shall be calculated in a manner consistent with the latest edition of the Institute of Transportation Engineers' (ITE) transferable data collection report, Trip Generation, as amended. The Agency responsible for adjacent roadways may require specific trip generation rates to be used in specific cases that differ from the ITE average values when the results of local studies differ from the national values. For land use categories for which no national or regional trip generation rates are available, the Agency will require documentation at three or more similar sites to support the rates used in the study. A study of less than three sites may be used if justification is provided and the study plan is approved by the Agency prior to the study.

(4) Trip Distribution

The direction of approach for site generated traffic will be presented in this section. The technical analysis procedures, basic methods, and assumptions used in this work must be clearly stated.

(5) Trip Assignment

This section will describe the utilization of study area roadways by site generated traffic. The anticipated site traffic volumes must be combined with existing and projected area traffic volumes from Section 6, to describe through and turning movement volumes for future conditions with the site developed as proposed. Internal trips in excess of ten percent (10%) will require analytical support to demonstrate how the higher figures were divided. Non-generated passerby traffic reduction in generation volumes may be considered, if applicable. Analysis techniques that will generally be acceptable are contained in the document published by the Transportation Research Board (TRB), National Research Council entitled, Quick-Response Urban Travel Estimation Techniques and Transferable Parameters, (National Cooperative Highway Research Program Report No. 197), Washington, D.C., 1978 and in the Institute of Transportation Engineers publication Traffic Access and Impact Studies for Site Development. Other network models that differ may be acceptable, if first reviewed with the Agency's Traffic Engineer. The traffic study must also take into account the current edition of the Regional Transportation Plan of Clark County, published by the RTCSNV.

(6) Existing and Projected Traffic Volumes

(a) Existing A.M. and P.M. peak hour traffic (in and out) including turning movements

(b) For each development phase, the estimated A.M. and P.M. peak hour site traffic (in and out) including turning movements for vehicles, bicycles and pedestrians

(c) For each development phase, the estimated A.M. and P.M. peak hour background traffic (in and out) including turning movement

(d) For each development phase, the estimated A.M. and P.M. peak hour site plus background traffic (in and out) including turning movements. All raw traffic count data (including hourly, ADT and peak hour turning movements for vehicles, bicycles and pedestrians) and analysis worksheets shall be provided in the appendices. Computer techniques and the associated printouts may be used as part of the report.

Development phasing should be determined in conjunction with the developer and the Agency. Build out projections shall include major vacant properties around the proposed development that may be identified by the Agency responsible for adjacent roadways. Volume projections for the background traffic growth may be provided by the Agency or a method for determining their volume will be recommended by the Agency responsible for adjacent roadways. All total daily traffic counts shall be actual twenty-four (24) hour machine counts and not based on factored peak hour sampling. Latest available machine counts from NDOT, Clark County, the City or other agencies may be acceptable if not more than one year old or, if older, suitable justification is provided and approved by the Agency Traffic Engineer prior to the study submittal. Where sufficient local information is available related to the traffic characteristics, traffic counts should be expanded for day-of-week and seasonal variations.

(7) Traffic Signals

The need for new traffic signals shall be determined using the warrants in the most current edition of the Manual on Uniform Traffic Control Devices. Traffic progression is of paramount importance. Generally, a spacing of one-half (½) mile for all signalized intersections should be maintained. This spacing is usually desirable to achieve good speed, capacity and optimum signal progression. To provide flexibility for existing conditions and ensure optimum two-way signal progression, the traffic engineering analysis should properly locate all proposed connecting access approaches that may require signalization. An optimum two-way progression pattern should be established for the section of the arterial or network in which the intersection is located. In areas located within the Freeway and Arterial System of Transportation (FAST), all progression and coordination calculations must be verified with the System Director of the FAST Traffic Management Center (TMC) prior to inclusion in the report. The Agency responsible for adjacent roadways will facilitate communications between the consultant and the FAST-TMC operator. Coordination sections will be configured by the Agency's Traffic Engineering Division staff based on the latest configuration established by the FAST System Director.

(8) Traffic Capacity

The capacity and level of service of each intersection and road section affected by the development project shall be determined in accordance with the Highway Capacity Manual (HCM) as amended. Where the system does not exist or is incomplete in the vicinity of the project, the planning method of the HCM may be used for signalized intersections. Existing intersections that are signalized or will be signalized as part of any FAST section shall be analyzed using the operational method. The analysis performing and reported in the study should include:

Level of Service (LOS) "C" will be the design objective for capacity and under no circumstances will less than LOS "D" be accepted for site and non-site traffic, unless justification can be provided and approved by the Agency Traffic Engineer. Impacts to bicycle and pedestrian LOS due to site development should be addressed. The design year shall be twenty (20) years following construction or at build out of the area, or as approved by the Agency Traffic Engineer during the scoping meeting. Capacity and LOS determinations shall be based upon the peak hour conditions and not a daily volume projection.

(9) Traffic Accidents

Traffic accident data including a minimum period of three years for existing streets, shall be incorporated in the study. Estimates of increased or decreased accident potential shall be evaluated for the development and suggested mitigating measures recommended. Where historical crashes have involved bicyclists or pedestrians, those should be noted and addressed in the discussion.

(10) Conclusions and Recommendations

In the event that analysis indicates unsatisfactory levels of service on study area roadways, a description of proposed improvements to mitigate the impacts of the proposed development shall be included. In general, the recommendation section should include:

(a) Recommended Improvements

This section shall describe the location, nature and extent of proposed improvements to ensure sufficient roadway capacity. Accompanying this list of improvements are preliminary cost estimates (engineering, right-of-way and construction), source of funding, timing and likelihood of implementation.

(b) Volume/Capacity Analysis at Critical Points

A second iteration of the volume/capacity analysis should be described, which demonstrates the anticipated results of making these improvements.

(c) Levels of Service at Critical Points

As a result of the revised volume/capacity analysis presented in the previous section, levels of service for the highway system with improvements should be presented.

- (11) Study Checklist
The Traffic Engineer will complete the checklist for study requirements and sign the checklist. In so doing, the Traffic Engineer will be acknowledging that all of the minimum requirements of these guidelines are met.
- (12) Revisions to Traffic Study
Revisions to the traffic study must be provided as required by the Agency's Traffic Engineer. The need to require revisions will be based on the completeness of the traffic study, the thoroughness of the impact evaluation and the compatibility of the study with the proposed access and development plan.

¹Transportation Research Board Special Report No. 209, Washington, D.C., 1985

- (a) Existing A.M. and P.M. peak hour traffic
- (b) For each development phase, the estimated A.M. and P.M. peak hour background traffic
- (c) For each development phase, the estimated A.M. and P.M. peak hour site plus background traffic

Approved 10/10/91

Revised 11/14/13

LEFT TURN SIGNAL DISPLAY STANDARD

Adopted herein by the Commission is a new local area standard for traffic signalization displays relating to left turn movements. This standard would be the “normal” condition for all installations, but would leave latitude to the traffic engineering personnel of each entity to vary from the standard where unusual conditions are encountered. A desirable goal of all of the entities in this urbanized area is to promote uniformity of signal displays to the greatest degree possible.

- A. For 3-section (protected-only) left turn signal head display, all 3 sections shall use arrow indications; circular indications are not to be used. When all-arrow displays are used, the MUCTD says that there is not a need to shield or otherwise hide the display from the adjacent through movement traffic on the same approach. Therefore, the use of programmed visibility heads for all-arrow displays is not only unneeded, but also not recommended. If programmed visibility heads are used, the programming should be “opened up” so that the adjacent through movement traffic can also see the display.
- B. The use of the left red arrow indication should normally be limited to a movement with a separate left turn phase having an opposing, conflicting through movement (i.e., a typical left turn lane). It specifically should not be used for a split-phased movement where the left turn and the immediately adjacent through movement are the same phase, nor where there is no opposing, conflicting through movement (as in the case of a T-intersection, or in the case of a freeway off-ramp terminal). In such cases, a circular red should always be used.
- C. For left turn protected-permissive operation, the 4-section flashing yellow arrow separate signal face should be used. In cases where engineering judgement determines the 5-section, protected-permissive shared signal face to be appropriate, the LEFT TURN YIELD ON GREEN (symbolic green ball) sign, R10-12, may be employed.
- D. For 4-section, protected-permissive flashing yellow arrow signal head displays, the LEFT TURN YIELD ON FLASHING YELLOW ARROW sign, R10-12F, may be employed.

Approved 07/09/92

Revised 11/14/13

Revised 01/14/16

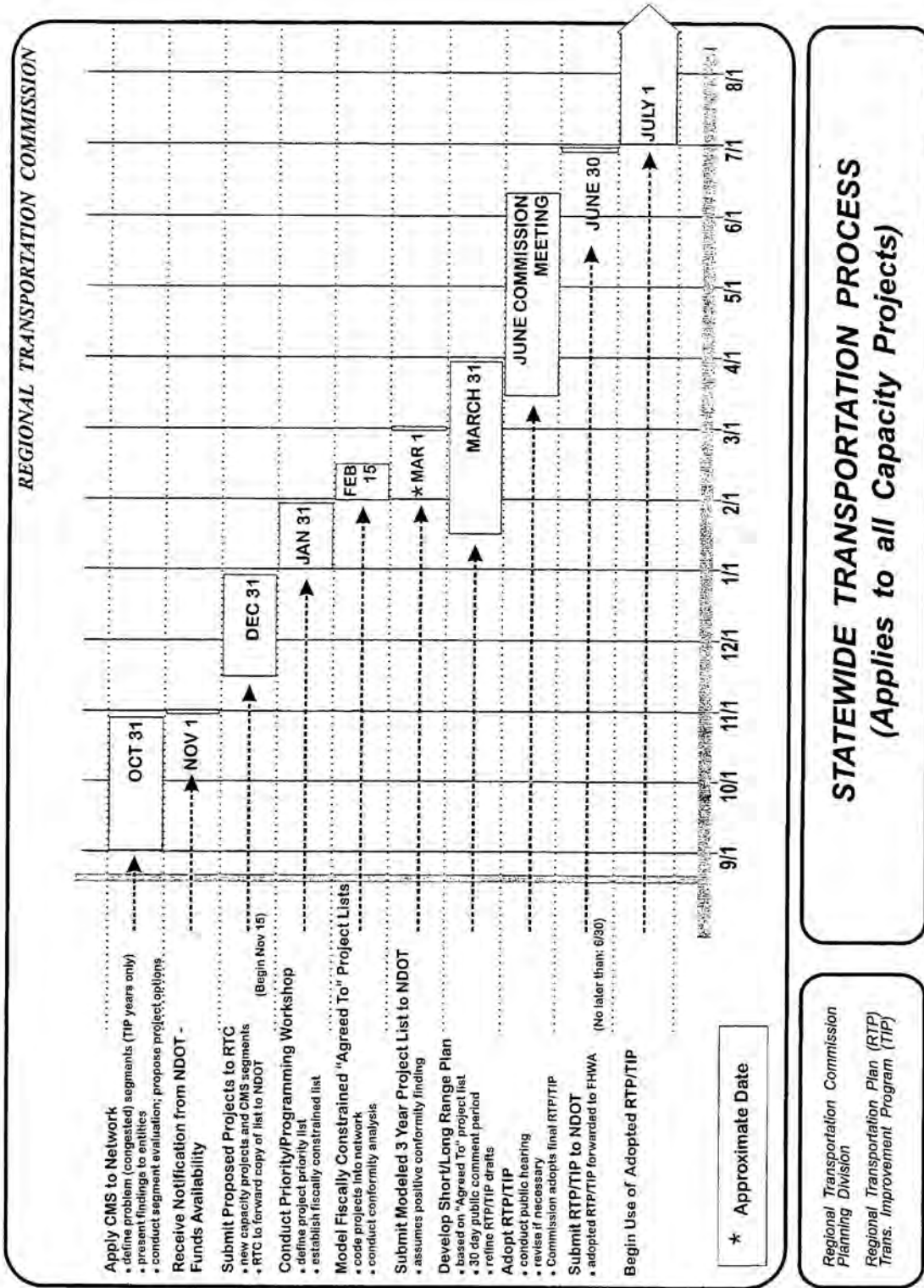
INFORMATION RECOMMENDED ON A “NOTIFICATION OF CONSTRUCTION” LETTER SENT TO
PROPERTY OWNERS/UTILITIES

The following items should be included in all Notification of Construction letters sent by entities to property owners and/or utilities

1. ENTITY NAME
 - a. Phone number and/or contact person for any questions on project.
2. PROJECT NAME AND NUMBER
 - a. Proposed limits of construction
 - b. Proposed description of work (pavement, curb and gutter, streetlight, etc...)
3. SOURCE OF FUNDING
 - a. (RTCSNV, SID, gas taxes, etc...)
4. APPROPRIATE UTILITY COMPANY TEAM LEADERS AND PHONE NUMBERS
5. PROPOSED DESIGN START AND FINISH DATES
 - a. Month/Year
6. PROPOSED CONSTRUCTION START AND FINISH DATES
 - a. Month/Year
7. ENTITY’S AND/OR ENTITIES’ POLICY ON CUTTING NEW PAVEMENT

Approved 08/13/98

STATEWIDE TRANSPORTATION PROCESS
(Applies to all Capacity Projects)



POLICY FOR REIMBURSEMENT OF COMMUNICATIONS INFRASTRUCTURE AND TRAFFIC MONITORING CAMERAS

This policy establishes criteria for the reimbursement of costs by the RTCSNV for the installation of communications infrastructure and traffic monitoring cameras. With the upgrade of the Freeway and Arterial System of Transportation (FAST), the methods of communication and signal coordination have changed including the addition of traffic monitoring cameras. The following criteria shall be met in order for expenses to be considered reimbursable by the RTCSNV:

- 1.) Traffic monitoring camera locations shall be as established on FAST Communication Master Plan as developed by Parsons Transportation Group. Any supplemental locations must be submitted to FAST Operations Management Committee (OMC) for review and approval and then to the RTCSNV for review and approval with justifications for the camera location including the benefits to the functioning of the roadway.
- 2.) Communications infrastructure including conduit, wiring, cabinet equipment, microwave, data radio, fiberoptic facilities and other appurtenances necessary to communicate with FAST may be provided for all traffic signal installations to be included as part of FAST network. Communications infrastructure, including conduit and pull boxes, should be included on RTCSNV projects. Communications conduit shall be single duct and four-inch diameter on all streets. In those areas where curb, gutter and sidewalk are proposed to be constructed, conduit may be placed on both sides of the roadway and shall be considered eligible for reimbursement by the RTCSNV. In areas of existing off-site improvements, RTCSNV reimbursement of conduit expenses shall normally be limited to one conduit placed on either side of the street. RTCSNV reimbursement shall be limited to the cost of a conduit(s) and pull boxes that may be necessary for traffic purposes, including traffic signal coordination and ITS facilities. Fiber optic cable shall be sized to handle multimodal transportation purposes, including a fiber connection for the RTCSNV.
- 3.) Priority for traffic monitoring cameras shall be given to those major arterials which intersect with highway/freeway facilities (U.S. 95, I-15, etc.) or provide an alternate route to the highway facilities (i.e. coordinate with FAST system diversion routes). Priorities may also be established based on high accident rates, special events, high traffic generation areas, highly congested intersections as well as providing integral links along corridors established in the FAST Communication Master Plan.
- 4.) Cameras shall not be placed in remote locations unless other traffic monitoring cameras exist along the same corridor, however communications infrastructure may be provided as established in Note 2. The cost of cameras shall not be reimbursed unless the communications infrastructure will be in place to view images at the completion of the project or a plan has been developed to integrate these cameras to FAST.
- 5.) Video surveillance cameras installed for traffic monitoring purposes may not be used for law enforcement or any other surveillance purposes. Traffic monitoring purposes shall include monitoring of RTCSNV Transit bus operations, incident management, special events or other purposes related to traffic as determined by the appropriate Traffic Engineer and FAST operations. Emergency uses for monitoring the effects of natural disasters, such as flooding, or any other incidents such as fires, explosions, etc., shall require approval by FAST System Director or designee and the appropriate Traffic Engineer on a case by case basis. Monitoring for FAST shall be the primary function of the cameras, with RTCSNV Transit operations as secondary.
- 6.) RTCSNV shall have access to and use of all images processed by the network of traffic monitoring cameras subject to capital costs of equipment necessary to receive images and all conditions and policies placed on camera image users of FAST.
- 7.) Communications resource-sharing may be considered on a case by case basis.

Approved 05/16/02

Revised 11/14/13

REGIONAL TRANSPORTATION COMMISSION POLICY ON SIDEWALK

The intent of this policy is to ensure that sidewalk or accessible pedestrian facilities are constructed on all RTCSNV projects where practical. The need for sidewalk should be evaluated during the design. During evaluation, consideration should be given to:

1. Continuity of existing sidewalk fill-in
2. Bus route
3. Provide alternative to paratransit
4. Serves as a pedestrian route to school, employment or commercial developments
5. Demonstrated pedestrian safety benefits
6. Extension of existing pedestrian route and school walking route
7. Availability of right-of-way
8. Complete Streets concepts for pedestrian access
9. Meeting the requirements of the US Access Board's publication "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way July 26, 2011" (PROWAG) <https://www.access-board.gov/attachments/article/743/nprm.pdf> where feasible.

To provide for sidewalk, Special Improvement Districts are encouraged on all RTCSNV projects where curb and gutter, street lighting, sidewalk, and parking or emergency stopping lanes do not exist.

If a Special Improvement District is formed within an entity, but developed privately owned parcels are determined by a special benefits appraisal or a written opinion from a bonding attorney to be fully or partially non-accessible, reimbursement by RTCSNV may be made for those off-site improvements, and for off-site improvements adjacent to vacant parcels owned by the federal government or a member entity, or non-accessible parcels. Providing that a property can be included in a Special Improvement District, off-site improvements adjacent to developed privately owned properties on which full or partial off-site improvement requirements have been waived by the entity, or government owned leased to a private for-profit entity are not reimbursable.

In areas where sidewalk is necessary and standard curb, gutter and sidewalk improvements are not being constructed with the RTCSNV project, a temporary asphalt sidewalk will be provided as a RTCSNV reimbursable expense.

Approved 06/19/01

GUIDELINES FOR THE PROVISION OF BUS TURNOUTS AND PASSENGER LOADING AREAS FOR THE RTCSNV TRANSIT BUS

The following guidelines supplement the RTCSNV Transit Bus Stop Guidelines as revised and approved by the RTCSNV Board of Commissioners which contain criteria used to determine the locations of bus stops and the need for the installation of bus turnouts. The guidelines below are intended to assist the Engineer in the application of the Bus Stop Guidelines to particular projects. Although these guidelines provide clear direction for the location of bus facilities, final approval of these facilities and their locations shall be required from the designated members of the RTCSNV staff.

A. Design Criteria

In addition to the criteria established in the RTCSNV *Transit* Bus Stop Guidelines, Volume I of the Uniform Standard Drawings for Public Works' Construction Offsite Improvements, Clark County Area, Nevada contains the following drawings for construction of bus stop facilities:

- 1.) No. 234.1, "Typical Bus Turnout"
- 2.) No. 234.2, "Typical Bus Stop Passenger Loading and Shelter Pad"
- 3.) No. 234.2A, "Typical Double Bus Stop Passenger Loading and Shelter Pads"
- 4.) No. 234.3, "Bus Stop Placement within Exclusive Right Turn Lane for Commercial Properties"

B. RTC-funded Street Improvement Projects

The inclusion of bus turnouts and passenger loading areas for the RTCSNV *Transit* bus system shall be considered on all RTC-funded street improvement projects. The following guidelines shall be adhered to during the course of design of RTC-funded street improvement projects.

1. Existing Route and Future Extension of Existing Routes – The RTCSNV *Transit* bus system currently provides service along arterial streets within the Las Vegas Valley. As the Valley continues to grow and its boundaries expand, bus service will need to be extended to these areas. The following section addresses the acquisition of right-of-way and construction of bus facilities for RTC-funded improvement projects on streets which are currently serviced by the RTCSNV *Transit* system and the future extensions of these existing routes as identified on the bus route working map developed by the Transit Division of the RTCSNV.

a. Right-of-Way Acquisition

Loading pads - Right-of-way or an easement should be secured for one (1) bus passenger loading pad for each existing bus stop along the bus route. The minimum pad area shall be in accordance with Standard Drawing No. 234.2, based upon requirements established in the Americans with Disabilities Act (ADA).

In areas where the existing route will be extended in the future, the entity project Engineer shall secure rights-of-way or easements for loading pads for future bus stops; these stops shall be located at grid street intersections every one-quarter (1/4) of a mile between each intersecting section-line street. The pad locations shall be on the far side of these intersections, seventy (70) to three hundred (300) feet from the existing BCR, or BCR proposed to be constructed with the project, in accordance with the Bus Stop Guidelines.

Rights-of-way or easements shall not be obtained for bus passenger loading pads if pads will not be constructed as part of the RTCSNV project.

Condemnation of right-of-way for loading pads only shall not be pursued.

In those areas where the sidewalk is separated from the back of curb, such as a meandering sidewalk, a twenty five (25) foot wide access shall be constructed at the bus stop location from the back of curb to the sidewalk. An easement shall be secured for this area. No other loading pad area is required if the access area and the sidewalk combined depth meet the ADA requirements.

Bus turnouts - Rights-of-way for bus turnouts shall be secured on all streets proposed for construction containing existing bus routes; turnouts shall be located on the far side of all intersections with streets having right-of-way widths equal to or greater than eighty (80) feet or cross streets serviced by existing RTCSNV *Transit* bus routes; placement of

turnouts at intersections with streets having right-of-way widths less than eighty (80) feet may be required at the discretion of the entity project Engineer. Right-of-way shall be obtained in accordance with Standard Drawing No. 234.1, which includes a bus passenger loading pad. Please note that to allow greater flexibility in locating turnouts, a minimum distance of ten (10) feet from the BCR to the entry taper of the turnout will be permitted but may not exceed three hundred (300) feet.

If a turnout has been proposed on a parcel which has had conditions of zoning or a traffic impact analysis requiring bus turnouts, the entity project Engineer shall attempt to obtain the necessary right-of-way from the developer at no cost to the project prior to any appraisals being performed on the subject property.

In cases where a street crossing the proposed project contains an existing RTCSNV *Transit* bus route, right-of-way may be obtained for bus turnouts for the crossing route provided that right-of-way for the street improvement project is needed from the same parcel or the parcel is publicly-owned and right-of-way is made available at no cost to the project.

Right-of-way should only be obtained if turnouts will be constructed with the proposed street improvement project, with the exception of right-of-way on public parcels which may be secured at no cost to the project.

If requested by RTCSNV staff or the entity project Engineer, condemnation shall be permitted for right-of-way for bus turnouts on streets to be constructed. The benefits to the traffic and bus system operations due to the proposed improvements shall justify the cost of the improvements to the satisfaction of both the RTCSNV and the entity project Engineer.

b. Construction of Bus Facilities

1. Existing Offsite Improvements

Loading Pads - In areas where sidewalk is existing, additional concrete area may be constructed at the back of walk to achieve required passenger loading pad area, or an entire sidewalk panel may be removed and replaced to provide a sidewalk and loading pad area in accordance with Standard Drawing No. 234.2. For existing bus stops where block walls or other obstructions too costly to relocate, such as power or water vaults, exist at the back of walk which prevent the construction of the pad area at that particular location, the bus passenger loading pad should be constructed in the proximity of the existing stop and the stop relocated. Note that the location of the pad should be within the standards established in the RTCSNV *Transit* Bus Stop Guidelines; any proposed stop relocation shall be approved by RTCSNV staff.

In areas where only curb and gutter exist, bus passenger loading pads shall be constructed for existing bus stops as provided above and at a minimum, A.C. sidewalk shall be constructed to provide an accessible route from the nearest intersection to the stop in all cases. If a sidewalk ramp is needed at the intersection from which access is proposed, the sidewalk ramp shall be included as part of the RTC-funded project.

In those areas where the sidewalk is separated from the back of curb, such as a meandering sidewalk, a twenty five (25) foot wide access shall be constructed at the bus stop location from the back of curb to the sidewalk. No other loading pad area is required if the access area and the sidewalk combined depth meet the ADA requirements.

For future bus stops in areas where bus service may be extended, locations shall be selected in accordance with Section B.1.a. of this policy. If block walls or other obstructions too costly to relocate exist in the area where a future bus stop could be established as determined by the entity project Engineer and RTCSNV staff, no passenger loading pad will be required. In addition, no provision shall be made for loading pads for future route extensions if sidewalk construction is not included in the scope of the project.

Bus turnouts - Bus turnouts shall be constructed for existing bus stops at locations determined in accordance with Section B.1.a. of this policy. If block walls, power or other utility vaults, driveways, large storm drain drop inlets or other obstructions that are costly to relocate exist in the area where the bus turnout is proposed, the entity project Engineer and RTCSNV staff shall examine the location and determine if the turnout should be constructed. If it is determined that the bus turnout should not be required, a passenger loading pad shall be constructed in lieu of a turnout if site constraints do not prohibit construction of the pad.

If a turnout is proposed to be located on a parcel owned by a public entity, the turnout shall be constructed in exchange for right-of-way dedication assuming the parcel is undeveloped or site constraints, such as driveways, block walls or costly relocation items, do not prohibit turnout construction. If the parcel cannot feasibly accommodate a bus turnout as determined by entity project Engineer and RTCSNV staff, a bus passenger loading pad shall be constructed in lieu of a turnout if site constraints do not prohibit construction of the pad.

For future bus stops in areas of existing offsite improvements where bus routes may be extended, bus turnouts shall be constructed if offsites in the area of the proposed turnout are to be reconstructed as part of the project other than solely for the turnout, such as widening for dual left turn lanes. Construction of bus turnouts for future stops in proposed route extension areas shall not be required on privately-owned parcels which are undeveloped and have no existing conditions of zoning or traffic impact analysis requiring a turnout; these parcels shall be noted and the entity shall be responsible to pursue the right-of-way dedication and construction of the turnout when the parcel develops in the future.

2. Offsite Improvements to be constructed

Loading Pads - In areas where sidewalk is to be constructed as part of a RTC-funded project, construction of bus passenger loading pads shall be required for all existing bus stops and future stops where bus routes may be extended. Future bus stop locations shall be selected in accordance with Section B.1.a. of this policy. Exceptions will be permitted if construction of pads is physically constrained due to block walls or other obstructions too costly to relocate, such as power or water vaults. Please note that exceptions will only be considered if relocation costs are associated solely with construction of the pad and all possible alternate locations have been examined by RTCSNV staff and the entity project Engineer. If other aspects of the project require facilities to be relocated, it is assumed that the bus passenger loading pad will be accommodated as well.

In those areas where the new sidewalk is proposed to be separated from the back of curb, such as a meandering sidewalk, a twenty five (25) foot wide access shall be constructed at the stop location from the back of curb to the sidewalk. No other loading pad area will be required if the access area and the sidewalk combined depth meet the ADA requirements.

Bus turnouts - On RTC-funded projects where full street improvement are to be constructed, bus turnouts shall be constructed for existing bus stops and future stops in proposed service extension areas at locations determined in accordance with Section B.1.a. of this policy. Exceptions will be allowed if the construction of the turnout is physically constrained due to block walls or other obstructions that are costly to relocate. Please note that this exception, as for loading pads, will only be considered if relocation costs are associated solely with construction of the turnout and all possible alternate locations have been examined by RTCSNV staff and the entity project Engineer. If other aspects of the project require facilities to be relocated, it is assumed that the bus turnout will be accommodated as well. If site constraints cannot be overcome, the bus turnout will not be required and a passenger loading pad shall be constructed in lieu of a turnout if site constraints do not prohibit pad construction also.

3. No Offsites to be constructed - On any portion of an RTC-funded project where offsite improvements (curb, gutter and sidewalk) will not be constructed as part of the project, construction of bus turnouts and passenger loading pads will typically not be required; however, if bus stops exist, ADA compliant access shall be provided to the existing stops from the nearest intersection. Access shall be provided by constructing a temporary A.C. walk or other ADA compliant surface as part of the RTC-funded project. Temporary walks shall be a minimum of five (5) feet wide, established within existing right-of-way, including any right-of-way to be acquired for the roadway, and separated from pavement used for vehicle travel.

Additional roadway pavement area should also be constructed at existing bus stops which function as transfer points between existing bus routes or where only one travel lane is provided in each direction. If necessary, additional locations for wider pavement may be considered by the entity project Engineer and RTCSNV staff. The paved area will function as a “temporary” turnout and should be located in accordance with criteria established for “permanent” turnouts in Section B.1.a of the document. Additional pavement shall be a minimum ten (10) feet wide and of sufficient length to accommodate a minimum of one (1) RTCSNV *Transit* bus and established within existing right-of-way including any right-of-way to be acquired for the roadway. Pavement area shall also be provided for transition areas necessary to enter and exit the temporary turnout area.

Temporary A.C. walks shall abut roadway at the bus stop where passengers will be boarding the bus.

2. Future Bus Routes - The future expansion of the RTCSNV *Transit* bus system not only includes the extension of existing bus routes as covered in Section B.1. of this document but the startup of new routes on streets currently without bus service. The Transit Division of the RTCSNV shall maintain a working map which illustrates the desired locations of bus routes associated with the future expansion of the RTCSNV Transit bus system. This map shall be

used as a reference when addressing the acquisition of right-of-way and construction of bus facilities on RTC-funded projects for future RTCSNV *Transit* bus routes.

a. Right-of-Way Acquisition

Loading pads - Along streets which have been designated for future bus routes, the entity project Engineer shall secure rights-of-way or easements for future bus stops; these stops shall be located at grid street intersections every one-quarter (1/4) of a mile between each intersecting section-line street. The minimum right-of-way or easement to be secured for each loading pad shall be in accordance with Standard Drawing No. 234.2, based upon requirements established in the ADA. The pad locations shall be on the far side of these intersections, seventy (70) to three hundred (300) feet from the BCR, or BCR proposed to be constructed with the project, in accordance with the Bus Stop Guidelines.

Right-of-way acquisition for loading pads shall be pursued only on parcels where right-of-way is needed for the proposed roadway improvements or the parcel is publicly owned and right-of-way/easement will be provided at no cost to the project.

Rights-of-way or easements shall not be obtained for bus passenger loading pads if pads will not be constructed as part of the RTCSNV project.

Condemnation of right-of-way for loading pads shall not be pursued.

In those areas where the sidewalk is separated from the back of curb, such as a meandering sidewalk, a twenty five (25) foot wide access shall be constructed at the stop location from the back of curb to the sidewalk. An easement shall be secured for this area. No other loading pad area is required if the access area and the sidewalk combined depth meet the ADA requirements.

Bus turnouts - Rights-of-way for bus turnouts shall be secured on all streets to be constructed proposed for future bus routes; turnouts shall be located on the far side of all intersections with streets having right-of-way widths equal to or greater than eighty (80) feet or cross streets serviced by an existing RTCSNV *Transit* bus route crosses. Right-of-way shall be obtained in accordance with Standard Drawing No. 234.1, which includes a bus passenger loading pad. Please note to allow greater flexibility in locating turnouts, a minimum distance of ten (10) feet from the BCR to the entry taper of the turnout will be permitted but may not exceed three hundred (300) feet.

Right-of-way should only be obtained if turnouts will be constructed with the proposed street improvement project, with the exception of right-of-way on public parcels which may be secured at no cost to the project.

Condemnation of right-of-way for bus turnouts shall not be pursued for future bus routes.

If a turnout has been proposed on a parcel which has had conditions of zoning or a traffic impact analysis requiring bus turnouts, the entity project Engineer shall attempt to obtain the necessary right-of-way from the developer at no cost to the project prior to any appraisals being performed on the subject property.

b. Construction of Bus Facilities

1. Existing Offsite Improvements

Loading Pads - For future bus routes, stop locations shall be selected in accordance with Section B.2.a. of this policy. No bus passenger loading pads should be constructed outside of seventy (70) to three hundred (300) feet limits established in the Bus Stop Guidelines. In areas where sidewalk is existing, additional concrete area may be constructed at the back of walk to achieve required passenger loading pad area, or an entire sidewalk panel may be removed and replaced to provide a sidewalk and loading pad area in accordance with Standard Drawing No. 234.2. If block walls or other obstructions too costly to relocate exist in the area where the future bus stop may be established as determined by the entity project Engineer and RTCSNV staff, no passenger loading pad will be required.

In those areas where the sidewalk is separated from the back of curb, such as a meandering sidewalk, a twenty five (25) foot wide access shall be constructed at the stop location from the back of curb to the sidewalk. No other loading pad area is required if the access area and the sidewalk combined depth meet the ADA requirements.

Bus turnouts - Bus turnouts shall be constructed for future bus routes at locations determined in accordance with Section B.2.a. of this policy, provided that offsites in the area of the proposed turnout have been previously considered to be reconstructed as part of the project other than solely for the turnout, such as widening for dual left turn lanes. If block walls, power or other utility vaults, driveways, large storm drain drop inlets or other obstructions that are costly to relocate exist in the area where the bus turnout is proposed as determined by the entity project

Engineer and RTCSNV staff, the bus turnout will not be required and a passenger loading pad shall be constructed in lieu of a turnout if site constraints do not prohibit construction of the pad.

Construction of bus turnouts for future routes shall not be required on privately-owned parcels which are undeveloped and have no existing conditions of zoning or traffic impact analysis requiring a turnout; these parcels shall be noted and the entity shall be responsible to pursue the right-of-way dedication and construction of the turnout when the parcel develops in the future.

If a proposed turnout is to be located on a parcel owned by a public entity, the turnout shall be constructed in exchange for right-of-way dedication assuming the parcel is undeveloped or site constraints, such as driveways, block walls or costly relocation items, do not prohibit turnout construction. If the parcel cannot feasibly accommodate a bus turnout as determined by the entity project Engineer and RTCSNV staff, a bus passenger loading pad shall be constructed in lieu of a turnout if site constraints do not prohibit construction of the pad.

2. Offsite Improvements to be Constructed

Loading Pads - In areas where sidewalk is to be constructed as part of a RTC-funded project, construction of bus passenger loading pads shall be required for all future bus routes. Exceptions will be allowed if construction of pads is physically constrained due to block walls or other obstructions too costly to relocate, such as power or water vaults, as determined by the entity project Engineer and RTCSNV staff. Please note that exceptions will only be considered if relocation costs are associated solely with construction of the pad. If other aspects of the project require facilities to be relocated, it is assumed that the bus passenger loading pad will be accommodated as well.

In those areas where the new sidewalk is proposed to be separated from the back of curb, such as a meandering sidewalk, a twenty five (25) foot wide access shall be constructed at the stop location from the back of curb to the sidewalk. No other loading pad area will be required if the access area and the sidewalk combined depth meet the ADA requirements.

Bus turnouts - On RTC-funded projects where full street improvement are to be constructed, bus turnouts shall be constructed for future bus routes at locations determined in accordance with Section B.2.a. of this policy. Exceptions will be allowed if the construction of the turnout is physically constrained due to block walls or other obstructions too costly to relocate. Please note that this exception, as for loading pads, will only be considered if relocation costs are associated solely with construction of the turnout and all possible alternate locations within RTCSNV *Transit* Bus Stop Guidelines have been examined by RTCSNV staff and the entity project Engineer. If other aspects of the project require facilities to be relocated, it is assumed that the bus turnout will be accommodated as well. If site constraints cannot be overcome, the bus turnout will not be required and a passenger loading pad shall be constructed in lieu of a turnout if site constraints do not prohibit construction of the pad.

3. No Offsites to be Constructed - On any portion of RTC-funded projects where offsite improvements will not be constructed as part of the project, construction of bus turnouts and passenger loading pads shall not be required.

3. No future route designated - The acquisition of right-of-way and the construction of offsite improvements will not be required for any street not serviced by an existing bus route or future route designated on the bus route working map maintained by the Transit Division of the RTCSNV.

C. Developer-funded Offsite Improvements - Developers should be required by the governing entity to provide bus facilities, including bus turnouts and bus passenger loading and shelter pads, as a condition of zoning or traffic studies for their development projects. All bus facilities to be constructed by developers must be reviewed and approved by the staff of the RTCSNV prior to the acceptance of development plans by the governing entity.

Loading pads - Developers should be required by the governing entity to dedicate right-of-way and construct one (1) bus passenger loading and shelter pad for each existing bus stop along their project. The required pad area shall be in accordance with Standard Drawing No. 234.2. The larger pad area will allow the future placement of a bus shelter which would be at no cost to the developer.

In areas where the existing route will be extended or a new route will be established in the future, bus stops shall be established and bus passenger loading and shelter pads constructed at grid street intersections every one-quarter (1/4) of a mile between each intersecting section-line street. The pad locations shall be on the far side of these intersections,

seventy (70) to three hundred (300) feet from the existing BCR, or BCR proposed to be constructed, in accordance with the Bus Stop Guidelines.

Exceptions may be permitted if construction of pads is physically constrained due to existing block walls or other obstructions too costly to relocate, such as large utility vaults. Please note that exceptions should only be considered if relocation costs are associated solely with construction of the pad and all possible alternate locations have been examined. Any exception must be reviewed and approved by RTCSNV staff and the governing entity's representative. If other aspects of the development project require conflicting facilities to be relocated, it is assumed that the bus passenger loading and shelter pad shall be accommodated as well.

In those areas where the sidewalk is separated from the back of curb, such as a meandering sidewalk, a twenty five (25) foot wide access shall be constructed at the stop location from the back of curb to the sidewalk. An easement shall be secured for this area. No other loading pad area is required if the access area and the sidewalk combined depth meet the ADA requirements; however additional area for the shelter pad will be required.

For roadways along a development project where no bus route has been designated, whether future or existing, at the time the project is proposed to be constructed, no bus passenger loading and shelter pads will be required.

Bus turnouts - The developer should be required by the governing entity to dedicate right-of-way and construct bus turnouts along their project for each street containing an existing bus route or future route as identified on the bus route working map, on the far side of all intersections with streets having right-of-way widths equal to or greater than eighty (80) feet or any other street containing an existing bus route or future route as identified on the bus route working map. Placement of turnouts at intersections with streets having right-of-way widths less than eighty (80) feet may be required at the discretion of the governing entity's Engineer. Right-of-way and construction of the bus turnout shall be in accordance with Standard Drawing No. 234.1, which includes a bus passenger loading pad as described in the "Loading Pad" Section above. Please note to allow greater flexibility in locating turnouts, a minimum distance of ten (10) feet from the BCR to the entry taper of the turnout may be permitted but shall not exceed three hundred (300) feet. Exceptions may be permitted if the construction of a turnout is physically constrained due to block walls or other obstructions too costly to relocate. Please note that this exception, as for loading pads, should only be considered if relocation costs are associated solely with construction of the turnout and all possible alternate locations within RTCSNV *Transit* Bus Stop Guidelines have been examined. Any exception must be reviewed and approved by RTCSNV staff and the governing entity's representative. If other aspects of the project require facilities to be relocated, it is assumed that the bus turnout will be accommodated as well. If site constraints cannot be overcome as determined by RTCSNV staff and the governing entity's representative, the bus turnout will not be required and a passenger loading pad shall be constructed in lieu of a turnout if site constraints do not prohibit construction of the pad. Note that placement of future driveways should not be considered a physical constraint; turnout location should take priority over proposed driveway locations. Driveways should be located to allow bus stops to be serviced by the turnout to be within acceptable limits established in this section.

For bus turnouts to be constructed for the future extension of an existing bus route or a future bus route, Standard Drawing No. 234.3 may be used, subject to a storage area of one hundred and twenty (120) feet minimum, a bus passenger loading/shelter area as specified above and approval of RTCSNV staff and the governing entity.

For roadways along a development project having right-of-way widths equal to or greater than one hundred (100) feet where no bus route has been designated, whether future or existing, at the time the project is proposed to be constructed, right-of-way or easement shall be established in accordance with Standard Drawing No. 234.1 or 234.3. Locations shall be as previously defined in this Section.

Revised 11/13/08

Revised 11/14/13

UNIFORM STANDARD SPECIFICATIONS AND DRAWINGS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA, NEVADA

All revisions to the Uniform Standard Specifications and Drawings shall be reviewed and recommended for approval by the Specifications Subcommittee and Executive Advisory Committee prior to being submitted to the RTCSNV Board of Commissioners for approval. Revisions affecting traffic operations and infrastructure shall also be reviewed by the Operations Subcommittee. Review by the Transportation Access Advisory Committee or the Regional Project Coordination Committee for review and comment may be requested as appropriate. Except for minor and editorial revisions, proposed revisions shall be submitted to the entities, affected industries, and interested parties for review prior to being submitted to the Executive Advisory Committee.

Approved 04/10/03

PROCEDURE FOR NOTIFICATION OF REVISIONS UNIFORM STANDARD SPECIFICATIONS AND
DRAWINGS
FOR PUBLIC WORKS' CONSTRUCTION OFF-SITE IMPROVEMENTS CLARK COUNTY AREA, NEVADA

After revisions to the Uniform Standard Specifications and Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada are approved by the RTCSNV Board of Commissioners, the following procedure will be followed.

1. Revisions to the Uniform Standard Specifications and Drawings will become effective immediately upon approval by the RTCSNV Board of Commissioners.
2. The revisions will be placed on the Web site of the RTCSNV along with the effective date of each revision.
3. An announcement will be placed in appropriate newspapers in Clark County stating that revisions have been approved to the Uniform Standard Specifications and Drawings, stating which specifications or drawings have been revised, and stating that the revisions are available on the RTCSNV Web site.
4. A subscription service is available through the RTCSNV Web site which notifies subscribers by e-mail that revisions have been approved.

Revised 10/08/09

DEFINITION OF AN ELIGIBLE QUESTION 10 HIGH SPEED LANE MILE PROJECT

In order for a project to be eligible for high speed lane mile funding, the roadway must be at least 100 feet wide, have a posted speed of 35 mph or greater and when complete, add high speed lane mile(s) to the regional travel network or facilitate a connection that links similarly defined roadways.

The existing Q10 prioritized project list will remain in effect until all projects are completed.

At this time the existing Q10 prioritized project list is completed and the Q10 sales tax will be distributed in the same manner as the motor vehicle fuel tax. A separate CIP will be prepared for his funding source.

Approved 01/12/06
Revised 2/14/19

POLICY FOR REIMBURSEMENT OF MAINTENANCE COSTS FOR OFF-STREET SHARED USE PATH
(TRAIL)

This policy establishes criteria for the reimbursement of costs, through Question 10 (Q-10) funds, by the RTCSNV for the maintenance of Off-Street Shared Use Path (Trail). The following criteria shall be met in order for expenses to be considered reimbursable by the RTCSNV.

- 1) The Off-Street Shared Use Path (Trail) shall be an adopted alignment of the Bicycle Pedestrian Element network. Twelve (12) feet of paving width is recommended for bi-directional travel with a two foot graded shoulder on both sides of the path. A path with less than 12 feet width is allowable with local approval when space is limited.
- 2.) The maintenance activity reimbursement must be for facilities that comply with the design standards set forth by the Uniform Standard Drawings for Public Works' Construction Off-Site Improvement, Clark County Area, Nevada.
- 3) The reimbursement for maintenance costs applied to Off-Street Shared Use Path (Trail) shall be submitted every July by local entities to cover maintenance cost for the previous fiscal year (July 1 – June 30).
- 4) RTCSNV reimbursement shall be limited to the maintenance activities within the right-of-way of the paved path (trail), including pavement markings, signs and safety lighting associated to the path (trail)
- 5) The RTCSNV shall not reimburse landscaping and trail amenities such as lighting (except as a safety measure) power cost, water cost, benches, drinking fountains, etc.
- 6) In the case of an applicable Off-Street Shared Use Path (Trail) maintenance life cycle cost involving the resurfacing and/or asphalt overlay, an inspection and approval by the RTCSNV will be required before any programming of the resurfacing project.

The reimbursement rate for the maintenance of Off-Street Shared Use Path (Trail) shall be no greater than \$8,000 per mile, per year.

Approved: 02/08/07
Revised: 03/13/08

RTC/FAST INTELLIGENT TRANSPORTATION SYSTEMS (ITS) INFRASTRUCTURE POLICY FOR FIBER OPTIC CABLE, CONDUIT NETWORK AND DEVICES

Fiber optic (FO) cable infrastructure is being deployed in the Las Vegas Valley by the Regional Transportation Commission Freeway and Arterial System of Transportation (FAST), (and local and state entities) for use in the FAST communication network. This policy establishes requirements for the installation, repair and restoration of the fiber optic cable, conduit network. This policy also establishes the ITS Device Maintenance Responsibilities, except for NDOT's Freeway Rights-of-Way and within the Control of Access. Contact NDOT for any FAST ITS communication network responsibilities within their jurisdiction.

Fiber Inventory and Data Format

FAST will be provided with fiber optic cable data by the regional and the local agencies for tracking FO, conduit, pull-box/splice vault, and cabinet information on all conduit segments where the FAST communication network is at least one of the users. FAST will provide the agencies with the FAST communications network.

The information provided by the member agencies in Global Positioning Satellite (GPS) coordinates in a template format for data transfer as needed for FAST. The agencies must enforce the requirements for GPS data on projects within their jurisdictions using Latitude/Longitude coordinates, or otherwise as per agency requirement. FAST will provide the agencies with FAST GPS data.

The inventory documentation will be stored in the FAST Infrastructure Management System (IMS).

New Fiber Optic Cables and Conduits

Member Agencies may not use FAST, NDOT or federally funded fibers or bundles for non-transportation related purposes. Member agencies may (with appropriate FAST approval) install, maintain and repair separate FO Cable in FAST funded conduit at their own cost within their jurisdictions for agency-owned (non-transportation) uses only. Agencies must provide documentation of these fibers to FAST. Once installed, FAST will update the IMS with the agency-owned FO cable information. It is noted that non-transportation related FO is not allowed in NDOT owned conduit.

Any use that falls under the "Homeland Security" designation will be allowed in both FAST and NDOT funded fiber and conduit; this includes uses by both Police and Fire departments. FAST and agency written approval will be required. A separate Memorandum of Understanding (MOU) or Interlocal Agreement may be required as part of the approval allowing the use of such fiber optic cable or conduit.

Fiber splice diagrams shall be shown on the project plans or in specifications and will need to be approved by FAST. Any agency planning to temporarily disconnect any fiber must give FAST (and NDOT if pertinent) 10 working days' notice for permission before commencing any work on the fiber. Additional notification to and approval from the Police and/or Fire Department, if either agency is an end user of the fiber, is also required.

Under no circumstances will any new RTC-funded fiber optic cable or conduit be allocated or traded for private use. This requirement also applies to any fiber and conduit installed within NDOT or federally funded projects.

Existing Fiber Optic Cables and Conduits

In addition to the requirements stated above, the following policies are for existing fiber optic infrastructure.

Any FAST, NDOT, or federally funded fiber or conduit presently in use by any agency for non-transportation use, will be removed or re-allocated to FAST within 90 days written notice from FAST if a transportation communication needs arise. FAST may also require the removal or re-allocation of the conduit if and when 80% of the conduit is filled.

All verbal agreements made in the past, for transportation and non-transportation fiber-optic uses, will now be documented by the agencies and provided to FAST. The verbiage must include, as a minimum:

Parties involved in the agreement.

Specific requirements of the agreement,

When the agreement was made

Any special circumstances that may have been involved with the agreement.

Maintenance and Repair of Fiber Optic Cables and Conduits

With the exception of where an Interlocal Agreement or MOU is entered into, the repair and maintenance of all conduit and fiber optic cables, including FAST funded cables and conduits, shall be the responsibility of the local agency/entity in which the conduit exists.

FAST will not be responsible for any non-NDOT or non-FAST communications system fiber that incurs damage. It will be the agency or end user's responsibility to repair their FO infrastructure and make it operational.

The placement and testing of all FAST fiber optic cable and equipment, whether new installations or remedial repairs, must meet the requirements of sections 680 and 681 of the RTC's Uniform Standard Specifications.

Each agency is responsible for locating all communication facilities within their jurisdiction. FAST is responsible to locate within NDOT's Freeway Rights-of-Way and within the Control of Access (for US 93/95, I-515 and I-15 only). FAST must be notified in writing 48-hours in advance for NDOT's Freeway Rights-of-Way and within the Control of Access (for US 93/95, I-515 and I-15 only).

The cost for repair to any damaged FAST communications system FO infrastructure will be the responsibility of the party damaging said FO infrastructure.

Any damage to any transportation FO infrastructure will be repaired within 10 hours of written notification or field meeting with the agency and FAST for a temporary solution, and a maximum timeframe of 48 hours from notification or field meeting with the agency and FAST, if repair work is extensive. Cost of all repairs is to be paid by the party that caused the damage, regardless of who performs the repairs.

If repairs are not made within set timeframes, FAST may temporarily splice the fiber cable and be indemnified and held harmless by the agency, party or contractor. In such cases, FAST's actual cost to repair the FO infrastructure will be paid by the party which caused the damage. The agency/entity will not release the bonds or accept the contractor's off-site or on-site improvements until all the repairs are made per FAST requirements.

In case of damage, the contractor will need to install new fiber cable with splices and conduit as needed per FAST requirements. The agencies will enforce this requirement upon the contractor. The new fiber cable must be tested and certified as operational by FAST per Section 680 of the RTC's Uniform Standard Specifications before the repair is deemed to be successfully completed.

If a fiber cable is damaged and needs replacing, the new FO cable must be equal to or greater (in number of fibers) than the existing cable being replaced.

For any fiber optic cable infrastructure not repaired within the allotted time, a daily fine will be assessed, by the agency/entity, until repairs are complete per RTCSNV Standard Specification Section 623 G.03.02.

In accordance with the provisions of Reimbursable Costs under Section 6.1, Subsection 8, of the RTC's Policies and Procedures, an entity's allocation of motor vehicle fuel tax funds may be used to reimburse the entity for contracted maintenance, such as the contracted repair of FO infrastructure, if the infrastructure's original installation was funded by RTCSNV.

FAST ITS Device Maintenance Responsibilities

All equipment at Hub Cabinets, including foundation and cabinet.

Traffic Surveillance Cameras (CCTV), not Video Detection Cameras, and all associated control and communication equipment in Cabinets.

FAST Communications System Devices in Traffic Signal Controller Cabinets and associated devices on Traffic Signal Poles; some of these devices are (but are not limited to):

Data Radio Antenna and Data Radio Unit.

Modems.

Layer 2 Switches.

CCTV Encoders.

The devices will be placed and maintained in an orderly and professional manner inside the cabinet by FAST personnel.

Splice points (Splice Enclosures) of trunk line fibers with CDCAs, splices of trunk line -to- truck line cables, splicing changes to circuit/network connections, and splice repairs due to normal wear and tear.

Fiber Optic Cable Patch Panels and Terminal Units.

Jurisdictional Management Center (JMC) computers, computer monitor(s) and all related devices at workstations that are necessary for use of the Arterial Management System (AMS) and/or Freeway Management System (FMS). Also, the provision and installation of all AMS and FMS software and associated upgrades.

Line locates of FAST Fiber Optic Cable (including CDCAs) and Conduit Network within control of access lines of NDOT Freeway Rights-of-Way and within the Control of Access (for US 93/95, I-515 and I-15 only). FAST will also contact local agencies in advance to assist in locating the fiber and conduit network.

Electrical Service Pedestal, and Power Cable from ITS Device Cabinet -to- Service Pedestal -to- transformer for NDOT ITS Devices located within NDOT Freeway Rights-of-Way and within the Control of Access (for US 93/95, I-515 and I-15 only).

Separate, dedicated RTCSNV Transit and RTC-BRT related CCTVs, Wireless Communications System (WCS), Fiber Optic Cable and Conduit Network.

Dynamic Message Sign (DMS) systems.

Electronic Trail Blazer Sign (TBS) systems and their mounting poles (which are not streetlight poles with luminaires).

Traffic Signal Controller Software (Siemens or approved equivalent) in traffic signal controller units.

Traffic Signal Controller Units approved and/or originally funded by FAST.

ITS Device Maintenance Responsibilities by Others (NOT FAST)

Line locates of FAST Fiber Optic Cable and Conduit Network not located within control of access lines of NDOT Freeways (US 93/95, I-515 and I-15). FAST may be contacted in advance to assist the local agencies in locating the fiber and conduit network.

Cable between FAST ITS Infrastructure Device and the associated Cabinet that controls that ITS Infrastructure Device; some of these devices are (but are not limited to):

CCTV to CCTV Cabinet.

Detector to Detector Cabinet.

Electrical Service Pedestal, and Power Cable from ITS Device Cabinet -to- Service Pedestal -to- transformer.

Agency-installed and -owned Wireless Communications System (WCS) with all the associated control and communication equipment, including all CCTVs that are served by such WCS.

Traffic Signal Controller Units not approved by FAST.

A separate Memorandum of Understanding (MOU) or Interlocal Agreement may be required for responsibilities not stated above.

Approved 02/12/09

POLICY FOR COMPLETE STREETS

VISION

As the transit agency and Metropolitan Planning Organization (MPO) for the region, the Regional Transportation Commission of Southern Nevada (RTCSNV) is committed to fully integrating multi modal transportation options and improving the health, safety, livability, and opportunity of all its residents, regardless of age, ability, gender or income. Therefore, the RTCSNV will, through the adoption of this Complete Streets policy, consider all users of all abilities in consideration of transportation funding, decision-making, planning, building, maintenance, and operations to create a complete, connected transportation network. Additionally, the RTCSNV will continue to improve access to public transportation facilities and services. This includes supporting urban development patterns and Americans with Disabilities Act (ADA) infrastructure that allow for greater accessibility to transit stops and stations. The RTCSNV will also continue to improve safety for all users of the transportation network, including, but not limited to, those that walk, bike, ride transit and drive.

Prioritizing Complete Streets projects is an effective way for Southern Nevada to reduce traffic congestion, improve air quality, and increase the quality of life of residents by providing safe, convenient, and comfortable routes for walking, bicycling, public transportation and driving. Integration of Complete Streets into the RTCSNV's existing policies is intended to prevent chronic diseases, reduce motor vehicle related injury and deaths, improve environmental health, stimulate economic development, and improve access of transportation options to all people in Southern Nevada including the historically underserved, disadvantaged and vulnerable populations.

COMPLETE STREETS DEFINITION

Complete Streets are roadways designed to safely and comfortably accommodate all users, regardless of age, ability or mode of transportation. Users include motorists, cyclists, pedestrians and all vehicle types, including public transportation, emergency responders, and freight and delivery trucks among others. In addition to providing safety and access for all users, Complete Street design treatments take into account accommodations for disabled persons as required by the ADA. Design considerations for connectivity and access management are also taken into account for non-motorized users of the facility.

COMPLETE STREETS ATTRIBUTES

Complete Streets incorporate community values and support adjacent land uses while ensuring safety and mobility. Proper applications of Complete Streets concepts support sustainable growth and preservation of scenic, aesthetic and historic resources. A Complete Street roadway typically includes sidewalks and sidewalk amenities, transit shelters and amenities whenever there is a route along the corridor, and provisions for bicycle facilities where appropriate while maintaining its principle function.

GOALS

The purpose of this RTCSNV Complete Streets Policy is to create a comprehensive Complete Streets vision and policy throughout the region. This will allow the implementing entities to incorporate Complete Streets guidelines and standards into all phases of development and redevelopment whenever possible.

This Policy shall conform to the Complete Streets Design Guidelines for Livable Communities, dated March 2013 and adopted by the Commission herein referred to as the "Design Guidelines."

BEST PRACTICES

Implementing agencies should use the latest and best Design Guidelines, as well as adopt individual Complete

Streets Policies that address the needs of the public and fit within their agencies overall transportation goals and objectives. These policies should include the following:

1. Vision and intent: Includes an equitable vision for how and why the community wants to complete its streets. Specifies need to create a complete and connected network and specifies at least four modes, two of which must be biking and walking.
2. Diverse users: Benefits all users equitably, particularly vulnerable users and the most underinvested and underserved communities.
3. Commitment in all projects and phases: Applies to new, retrofit/reconstruction, maintenance, and ongoing projects.
4. Clear, accountable expectations: Makes any exceptions specific and sets a clear procedure that requires high-level approval and public notice prior to exceptions being granted.
5. Jurisdiction: Requires interagency coordination between government departments and partner agencies on Complete Streets.
6. Design: Directs the use of the latest and best design criteria and guidelines and sets a time frame for their implementation.
7. Land use and context sensitivity: Considers the surrounding community's current and expected land use and transportation needs.
8. Performance measures: Establishes performance standards that are specific, equitable, and available to the public.
9. Project selection criteria: Provides specific criteria to encourage funding prioritization for Complete Streets implementation.
10. Implementation steps: Includes specific next steps for implementation of the policy.

REIMBURSEMENT OF COSTS

All costs associated with the Complete Streets project in accordance with the Design Guidelines are eligible for reimbursement in accordance with the laws that govern the funds used.

PERFORMANCE MEASURES

The RTCSNV is committed to the implementation of this policy and tracking the progress of its work on Complete Streets. The RTCSNV will collect and report best practice performance measures from member agencies and make them available to the public annually.

COLLABORATION

The RTCSNV recognizes that to create a transportation network for all users of all abilities, the RTCSNV must work with multiple jurisdictions and entities to implement Complete Streets. Therefore, for RTCSNV commits to working with other jurisdictions to coordinate Complete Streets efforts.

Approved 06/14/12, Updated 2/14/2019

POLICY FOR REIMBURSEMENT OF MAINTENANCE COSTS FOR PUBLIC ROADWAYS
(RIGHT-OF-WAY WIDTHS ARE LESS THAN 80-FEET AND NOT IDENTIFIED IN SECTION 2.2.3)

1. Shall be a roadway constructed by others without the use of RTCSNV funds and accepted for maintenance by the local entity.
2. All rights-of-way shall be dedicated to the local entity.
3. The RTCSNV shall reimburse a mill and overlay of asphalt once every 10-years.
4. The RTCSNV shall reimburse a remove and replace of existing asphalt thickness once every 20-years.

Approved: 01/11/18

APN	xxx-xx-xxx-xxx
Recording Requested By: Regional Transportation Commission of Southern Nevada 600 S. Grand Central Pkwy. Suite 350 Las Vegas, NV 89106-4512 Attn: Manager of Engineering	

NOTICE OF LIEN

Notice is hereby given that pursuant to the Policies and Procedures Manual (P&P Manual) of the Regional Transportation of Southern Nevada (RTCSNV), that RTCSNV funds were used to purchase the parcel of land described as:

DESCRIBED PROPERTY	APN xxx-xx-xxx-xxx
Street Address:	Record Information:

Subsection 3.1.8. “Right-of-Way” of the RTCSNV P&P Manual states:

If it becomes necessary to purchase additional property in order to acquire the necessary right-of-way for construction, the RTCSNV may participate in the purchase of the property. Any residual properties not within the project limits of construction will require reimbursement to the Regional Street and Highway Fund if the property is sold to a private party or used by the administering entity in the manner outlined below:

Sale of residual property to a private party shall comply with all the provisions of the appropriate state laws and ordinances. The cost of the appraisals shall be at the expense of the prospective purchaser, but entity costs of selling the property shall be at the expense of the RTCSNV.

If the administering entity desires to use a residual property, the Regional Street and Highway Fund may be reimbursed by the entity on a pro-rata basis determined by multiplying the original purchase price per square foot times the residual area. If the entity sells the residual parcel at a later date to a private party as specified above, the proceeds from the sale above the original pro-rated price will be returned to the RTCSNV.

In accordance with the above, the RTCSNV claims a lien against all residual portions of this parcel of land, pending reimbursement of any proceeds from a private party sale or the pro-rata cost of those portions that are used by the administering entity for other purposes.

APN	xxx-xx-xxx-xxx
Recording Requested By: Regional Transportation Commission of Southern Nevada 600 S. Grand Central Pkwy. Suite 350 Las Vegas, NV 89106-4512 Attn: Manager of Engineering	

RELEASE OF LIEN

The Regional Transportation Commission of Southern Nevada (RTCSNV) certifies that a certain lien recorded in the Office of the County Recorder of Clark County, as:

Document No.	In Book:
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Is fully satisfied, and that the aforesaid lien and notice may be cancelled and discharged of record.

DESCRIBED PROPERTY	APN xxx-xx-xxx-xxx
Street Address:	Record Information:

Dated this the ____ day of _____, 20YY

_____.

Manager of Engineering

State of Nevada }
County of Clark }

On the ____ day of _____, 20YY, personally appeared before me, a notary public, _____, personally known to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument.

Subscribed and sworn to before me this ____ day of _____, 20YY.

Notary Public in and for the County and State

Approved 09/13/12

6487

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: CAPITAL IMPROVEMENTS PROGRAM AMENDMENTS		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER 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

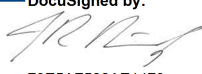
BACKGROUND:

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.

Project No.	Fund	Entity	Year Programmed	Year Amended	Funds Available
055G-FTI2	FRI Extension	North Las Vegas	2020-2021	2018-2019	Yes
167B-FTI2	FRI Extension	North Las Vegas	2020-2021	2018-2019	Yes
167C-FTI2	FRI Extension	North Las Vegas	2022-2023	2018-2019	Yes
222A-FTI2	FRI Extension	Las Vegas	2020-2021	2018-2019	Yes
190H-Q10	Q10	North Las Vegas	2021-2022 FTI2	2018-2019	Yes

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

Respectfully submitted,

DocuSigned by:

 79E5AF522AE1479...

JOHN R. PEÑUELAS, JR., P.E.
 Director of Engineering Services - Streets and Highways

*RTC Item #7
 February 14, 2019
 EAC Item #4
 January 31, 2019
 Consent*

6488

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: CAPITAL IMPROVEMENTS PROGRAM FISCAL ACTIONS		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER 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,

DocuSigned by:

 79E5AF522AE1479...

JOHN R. PEÑUELAS, JR., P.E.
Director of Engineering Services - Streets and Highways

*RTC Item #8
February 14, 2019
EAC Item #5
January 31, 2019
Consent*

EXHIBIT A - SUMMARY OF FISCAL ACTIONS

MOTOR VEHICLE FUEL TAX				\$2,019,000.00
ENTITY	PROJECT NUMBER	PROJECT NAME	ACTION	AMOUNT
CLV	051R-MVFT	Various Right Turn Lanes Intersection Improvements	Original	\$735,000.00
CNLV	163B-MVFT	Commerce Street; Duchess Avenue to Cheyenne Avenue	1st Supplemental	\$1,284,000.00
FUEL REVENUE INDEXING				\$7,085,000.00
ENTITY	PROJECT NUMBER	PROJECT NAME	ACTION	AMOUNT
CLV	128H-FTI	Kyle Canyon Interchange at US-95	2nd Supplemental	\$6,950,000.00
BC	060AY-FTI	2016-2017 Street Reconstruction	2nd Supplemental	\$135,000.00
FUEL REVENUE INDEXING EXTENSION				\$3,190,000.00
ENTITY	PROJECT NUMBER	PROJECT NAME	ACTION	AMOUNT
CNLV	170D-FTI2	Centennial Parkway; Pecos Road to Lamb Boulevard	Original	\$220,000.00
CNLV	055J-FTI2	Lamb Boulevard; Centennial Parkway to CC-215	Original	\$820,000.00
CNLV	165D-FTI2	Lone Mountain Road; Decatur Boulevard to Losee Road	Original	\$800,000.00
CNLV	167B-FTI2	Washburn Road; Valley Drive to Willis Street	Original	\$125,000.00
CNLV	167C-FTI2	Washburn Road; Commerce Street to North 5th Street	Original	\$225,000.00
RTC	222A-FTI2	TIBP; CLV, Pedestrian Bridge at Intersection of Sahara Ave and Las Vegas Blvd	Original	\$1,000,000.00
QUESTION 10				\$450,000.00
ENTITY	PROJECT NUMBER	PROJECT NAME	ACTION	AMOUNT
CNLV	190H-Q10	Craig Road Pedestrian Bridge at Upper Las Vegas Wash	Original	\$450,000.00
TOTAL FISCAL IMPACT THIS AGENDA				\$12,744,000.00

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
CAPITAL IMPROVEMENTS PROGRAM - MOTOR VEHICLE FUEL TAX FUNDING

UPDATED FEBRUARY 14, 2019

MVFT TOTAL PLAN				AVAILABLE RESOURCES		\$ 117,759,095	
UNENCUMBERED FROM PREVIOUS YEAR				\$ 87,660,758	PROGRAMMED	\$ 415,377,275	\$ 90,558,039
					REMAINING RESOURCES	\$ 27,201,056	
CITY OF LAS VEGAS RESOURCES					available resources	\$ 28,404,314	
unencumbered from previous year				\$ 20,906,537	programmed	\$ 103,424,709	\$ 13,916,709
					remaining resources	\$ 14,487,605	

PROJECT NUMBER	DESIGN START	ILC AMOUNT	PROJECT	FROM	TO	COST	2018-19	FUNDING REQUESTS			
								AMOUNT	DATE	AGENDA	PHASE
CITY OF LAS VEGAS											
135AB3	8/9/2018		ARTERIAL RECONSTRUCTION PROGRAM			\$ 66,550,000	\$ 100,000	\$ 100,000.00	8/9/2018	14	DESIGN
			NEIGHBORHOOD REHABILITATION PROGRAM			\$ -	\$ -	\$ 500,000.00	9/13/2018	17	DESIGN
			ADA UPGRADES PROGRAM			\$ -	\$ -	\$ 750,000.00	1/10/2019	14	DESIGN
178N-MVFT	1/10/2019		PEDESTRIAN SAFETY UPGRADES PROGRAM			\$ 4,250,000	\$ 70,000	\$ 70,000.00	1/10/2019	11	DESIGN
211B1	7/12/2018		TRAFFIC SIGNAL IMPROVEMENTS PROGRAM			\$ 16,100,000	\$ 1,035,000	\$ 1,035,000.00	7/12/2018	17	DESIGN
051R	2/14/2018		VARIOUS RIGHT TURN LANES			\$ 735,000	\$ 735,000	\$ 735,000.00	2/14/2019		CONST
142R3	7/12/2018		ENTITY NON SPECIFIC			\$ 1,000,000	\$ 100,000	\$ 100,000.00	7/12/2018	16	DESIGN
			SAFE ROUTE TO SCHOOL			\$ 389,000	\$ 389,000				
195A	11/10/2016	\$ 3,500,000	BEARDEN DRIVE REALIGNMENT	SHADOW	DESERT	\$ 4,600,000	\$ 1,100,000				
071G	7/13/2017	\$ 400,000	BUFFALO	CHARLESTON	SAHARA	\$ 525,000	\$ 50,000				
214A	7/12/2018		CASINO CENTER COMPLETE STREET	COLORADO	WYOMING	\$ 5,753,000	\$ 600,000	\$ 600,000.00	7/12/2018	18	DESIGN
176D	10/13/2016	\$ 200,000	DOWNTOWN COMPLETE STREETS			\$ 500,000	\$ 300,000				
178L	2/18/2018	\$ 550,000	DOWNTOWN PEDESTRIAN SAFETY PROGRAM PHASE 1			\$ 4,500,000	\$ 3,950,000				
203B	1/11/2018	\$ 300,000	HARRIS AVENUE SRTS	BRUCE	WARDELLE	\$ 490,000	\$ 190,000				
169D	2/9/2012	\$ 3,400,000	MAIN/COMMERCE ONE-WAY COUPLET	US95	LAS VEGAS BLVD	\$ 5,800,000	\$ 2,400,000				
146Q	5/24/2018	\$ 250,000	NELLIS & EASTERN BUS TURNOUT			\$ 490,000	\$ 240,000				
194A	11/10/2016	\$ 1,220,000	SYMPHONY PARK INFRASTRUCTURE PH 2			\$ 2,640,000	\$ 1,420,000				
21G	3/10/2016	\$ 150,000	MLK FEASIBILITY STUDY	OAKLEY	DESSERT INN	\$ 250,000	\$ 100,000				
086C	7/13/2017	\$ 490,000	ARVILLE STREET	CHARLESTON	SAHARA	\$ 560,000	\$ 70,000	\$ 70,000.00	8/9/2018	19	CONST
009P	8/9/2018		CHARLESTON BOLUEVARD & DURANGO DR INTERSECTION IMPROVEMENTS			\$ 170,000	\$ 170,000	\$ 170,000.00	8/9/2018	13	CONST
155A	7/13/2006	\$ 3,291,000	CLIFF SHADOWS PARKWAY	BUCKSKIN	LONE MOUNTAIN	\$ 2,945,179	\$ (345,821)	\$ (345,820.68)	10/11/2018	22	CLOSEOUT
124H	8/14/2014	\$ 1,300,000	CITY-WIDE MOBILITY PLAN			\$ 1,300,000	\$ -	\$ -	12/13/2018	30	CLOSEOUT
089L	3/9/2017	\$ 200,000	LAS VEGAS BLVD	STEWART	WASHINGTON	\$ 136,323	\$ (63,677)	\$ (63,677.42)	1/10/2019	23	CLOSEOUT
142Q2	7/13/2017	\$ 100,000	ENTITY NON SPECIFIC; FY 2018			\$ 58,914	\$ (41,086)	\$ (41,086.47)	1/10/2019	26	CLOSEOUT
169C	8/11/2011	\$ 109,000	MAIN/COMMERCE ONE-WAY COUPLET	US-96	OWENS	\$ 108,340	\$ (660)	\$ (660.03)	1/10/2019	29	CLOSEOUT
070M	1/14/2016	\$ 200,000	DECATUR	CACTUS	WARM SPRINGS	\$ 118,953	\$ (81,047)	\$ (81,047)	1/10/2019	22	CLOSEOUT
021D	3/13/2003	\$ 14,851,000	MARTIN LUTHER KING BLVD	PALOMINO	CAREY	\$ 14,851,000					
146C2	2/8/2007	\$ 247,000	FY 07 BUS TURNOUT PROJECT	LAMB	PECOS	\$ 247,000					
TOTALS		\$ 30,758,000				\$ 135,067,709	\$ 13,916,709	\$ 3,597,708.80			

FY 2019 AVAILABLE BALANCE	\$ 24,806,605.27
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REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
CAPITAL IMPROVEMENTS PROGRAM - MOTOR VEHICLE FUEL TAX FUNDING

UPDATED FEBRUARY 14, 2019

MVFT TOTAL PLAN				AVAILABLE RESOURCES		\$ 117,759,095
UNENCUMBERED FROM PREVIOUS YEAR				\$ 87,660,758	PROGRAMMED	\$ 414,954,812
					REMAINING RESOURCES	\$ 27,623,519
CITY OF NORTH LAS VEGAS RESOURCES				available resources		\$ 20,221,482
unencumbered from previous year				\$ 17,520,410	programmed	\$ 46,572,898
					remaining resources	\$ 12,016,820

PROJECT NUMBER	DESIGN START	ILC AMOUNT	PROJECT	FROM	TO	COST	2018-19	FUNDING REQUESTS			
								AMOUNT	DATE	AGENDA	PHASE
CITY OF NORTH LAS VEGAS											
			ARTERIAL RECONSTRUCTION PROGRAM			\$ 13,500,000	\$ -				
			NEIGHBORHOOD REHABILITATION PROGRAM			\$ 14,500,000	\$ -				
			ADA UPGRADES PROGRAM			\$ 5,000,000	\$ -				
			PEDESTRIAN SAFETY UPGRADES PROGRAM			\$ 5,850,000	\$ 3,190,000				
			TRAFFIC SIGNAL IMPROVEMENTS PROGRAM			\$ 4,852,000	\$ 75,000				
142R4	8/9/2018		ENTITY NON SPECIFIC			\$ 120,000	\$ 105,000	\$ 105,000.00	8/9/2018	20	DESIGN
193A	9/8/2016	\$ 550,000	BROOKS	MLK	N 5TH	\$ 4,734,000	\$ 4,184,000				
173D	11/9/2017	\$ 403,000	CAMINO AL NORTE	LONE MOUNTAIN	ANN	\$ 4,420,000	\$ 200,000				
163B	5/18/2017	\$ 260,000	COMMERCE	DUCHESS	CHEYENNE	\$ 1,484,000	\$ 1,284,000	\$ 1,284,000	2/14/2019		CONST
175K	2/9/2017	\$ 270,000	GILMORE	SIMMONS	ALLEN	\$ 1,000,000	\$ 730,000				
			PECOS	CAREY	TONOPAH	\$ 2,875,000	\$ 100,000				
173B	4/14/2016	\$ 100,000	NORTH 5TH	ALEXANDER	CENTENNIAL	\$ 81,253	\$ (18,747)	\$ (18,747)	7/12/2018	26	CLOSEOUT
107E	9/10/2015	\$ 3,850,000	ANN	COMMERCE	UPPER LV WASH	\$ 3,218,327	\$ (631,673)	\$ (631,673)	9/13/2018	28	CLOSEOUT
059Q3	3/11/2010	\$ 514,000	TRAFFIC CAPACITY PROJECTS - 2008/2009 (22ND YR)			\$ 395,185	\$ (118,815)	\$ (118,815)	9/13/2018	27	CLOSEOUT
059P3	6/11/2009	\$ 480,000	TRAFFIC CAPACITY PROJECTS - 2007/2008 (21ST YR)			\$ 309,256	\$ (170,744)	\$ 170,744	9/13/2018	26	CLOSEOUT
148A	8/14/2008	\$ 1,809,000	SIMMONS	CAREY	LONE MOUNTAIN	\$ 1,085,641	\$ (723,359)	\$ (723,359)	11/8/2018	18	CLOSEOUT
TOTALS		\$ 8,236,000				\$ 63,424,662	\$ 8,204,662	\$ 67,151			

FY 2019 AVAILABLE BALANCE	\$ (67,151)
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REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
CAPITAL IMPROVEMENTS PROGRAM - FUEL REVENUE INDEXING EXTENSION FUNDING

UPDATED FEBRUARY 14, 2019

FRI EXTENSION				AVAILABLE RESOURCES	\$	93,884,191
UNENCUMBERED FROM PREVIOUS YEAR				\$ (94,054,121)	PROGRAMMED	\$ 1,343,706,483
					REMAINING RESOURCES	\$ (8,516,139)
CITY OF LAS VEGAS RESOURCES				available resources:	\$	10,200,035
unencumbered from previous year				\$ (55,047,166)	programmed	\$ 295,783,646
					remaining resources:	\$ (41,748,258)

PROJECT NUMBER	DESIGN START	ILC AMOUNT	PROJECT	FROM	TO	COST	2018-19	FUNDING REQUESTS			
								AMOUNT	DATE	AGENDA	PHASE
CITY OF LAS VEGAS											
			ARTERIAL RECONSTRUCTION PROGRAM								
			NEIGHBORHOOD REHABILITATION PROGRAM								
198A-FTI2	5/18/2017	\$ 3,000,000	3RD	FREMONT	CHARLESTON	\$ 29,000,000	\$ 24,000,000	\$ 24,000,000	8/9/2018	17	CONST
179A-FTI	6/12/2014	\$ 6,016,000	6TH COMPLETE STREET	STEWART	BRIDGER	\$ 5,034,000	\$ 2,034,000	\$ 2,034,000	1/10/2019	12	CONST
204A-FTI2	11/9/2017	\$ 800,000	7TH COMPLETE STREET IMPROVEMENTS	STEWART	BRIDGER	\$ 8,092,200					
			8TH COMPLETE STREET IMPROVEMENTS	STEWART	BRIDGER	\$ 7,751,000					
			BONANZA COMPLETE STREET	ML KING	D ST	\$ 7,500,000					
			BRADLEY ROAD	WHISPERING SANDS	GRAND TETON	\$ 612,800	\$ 612,800				
219A-FTI2	9/13/2018		BOULDER AVE COMPLETE STREET IMPROVEMENTS	1ST	ART	\$ 1,735,600	\$ 405,000	\$ 405,000	9/13/2018	12	DESIGN
212A-FTI2	7/12/2018		CALIFORNIA COMPLETE STREET IMPROVEMENTS	COMMERCE	3RD	\$ 5,260,200	\$ 500,000	\$ 500,000	7/12/2018	15	DESIGN
			COLORADO AVENUE COMPLETE STREETS	COMMERCE	4TH	\$ 3,500,000					
176E-FTI2	3/8/2018	\$10,850,000	CHARLESTON COMPLETE STREET	ML KING	RANCHO	\$ 25,390,000					
135Z-FTI2	1/1/2018	\$ 425,000	CITY OF LAS VEGAS ARTERIAL RECONSTRUCTION PROGRAM - PACKAGE €			\$ 5,450,000	\$ 1,500,000	\$ 1,500,000	9/13/2018	16	CONST
145B-FTI2	12/14/2017	\$ 1,000,000	CITY PKWY COMPLETE STREET IMPROVEMENTS	GRAND CENTRAL	BONANZA	\$ 9,500,800					
218A-FTI2	9/13/2018		CITYWIDE BOTTLENECK INTERSECTION IMPROVEMENTS	DECATUR BOULEVARD @ US 95			\$ 150,000	\$ 150,000	9/13/2018	11	DESIGN
218C-FTI2	10/11/2018			NELLIS BOULEVARD @ CHARLESTON BLVD		\$ 4,460,000	\$ 35,000	\$ 35,000	10/11/2018	12	DESIGN
218B-FTI2	10/11/2018			ANN ROAD @ CENTENNIAL CENTER			\$ 100,000	\$ 100,000	10/11/2018	11	DESIGN
							\$ 615,000				
181A-FTI2	12/14/2017	\$ 2,100,000	COOLIDGE COMPLETE STREET (FRI-1 SHORTFALL)	4TH	MAIN	\$ 4,700,000	\$ 1,000,000	\$ 1,000,000	12/13/2018	17	CONST
1448B-FTI2	9/14/2017	\$ 1,070,000	DOWNTOWN ITS AND TRAFFIC SIGNAL COMMUNICATION UPGRADES			\$ 4,070,000					
178K-FTI2	2/8/2018	\$ 100,000	DOWNTOWN VEHICLE AND PEDESTRIAN SAFETY STREETLIGHT IMPROVEMENT			\$ 1,900,000					
			EASTERN COMPLETE STREET	CEDAR	OWENS	\$ 8,000,000					
208A-FTI2	3/8/2018	\$ 1,000,000	FREMONT MULTI MODAL IMPROVEMENTS	LAS VEGAS BL	EASTERN	\$ 12,000,000	\$ 500,000	\$ 500,000	8/9/2018	18	DESIGN
			I-15 FRONTAGE ROADS (DESIGN ONLY)	LOSEE	WASHINGTON	\$ 2,500,000					
089G-FTI2	3/8/2018	\$ 6,650,000	LAS VEGAS BL	STEWART	SAHARA	\$ 87,500,000	\$ 1,000,000	\$ 1,000,000	12/13/2018	16	DESIGN
089M-FTI2	11/9/2017	\$ 2,200,000	LAS VEGAS BL	STEWART	WASHINGTON	\$ 43,996,000	\$ 5,050,000	\$ 5,050,000	1/10/2019	13	DESIGN
			LAS VEGAS BL COMPLETE STREET	WASHINGTON	OWENS	\$ 10,759,000					
			MARTIN L KING EXTENSION (DESIGN ONLY)	OAKEY	DESERT INN	\$ 2,000,000					
			OGDEN COMPLETE STREET IMPROVEMENTS	LAS VEGAS BL	13TH	\$ 5,500,000					
			OWENS COMPLETE STREET IMPROVEMENTS (DESIGN ONLY)	H ST	I-15	\$ 2,500,000					
			PARADISE STREET REHAB AND GATEWAY MEDIAN	SAHARA	ST. LOUIS	\$ 1,500,000					
207A-FTI2	2/8/2018	\$ 1,000,000	PINTO	RANCHO	ML KING	\$ 10,500,000					
037E-FTI2	7/12/2018		RANCHO COMPLETE STREET IMPROVEMENTS	SAHARA	MESQUITE	\$ 17,830,000	\$ 1,650,000	\$ 1,650,000	7/12/2018	14	DESIGN
			SHADOW IMPROVEMENTS (FRI-1 SHORTFALL)	ALTA	CHARLESTON	\$ 4,375,000					
			STEWART COMPLETE STREET IMPROVEMENTS	LAS VEGAS BL	13TH	\$ 6,400,000					
128K-FTI2	9/14/2017	\$ 300,000	US-95 OVERPASS AT GRAND TETON (DESIGN ONLY)	FORT APACHE	EL CAPITAN	\$ 1,150,000	\$ 750,000	\$ 750,000	8/9/2018	16	DESIGN
						\$ 100,000	\$ 100,000	\$ 100,000	10/11/2018	15	DESIGN
123E-FTI2	1/10/2019		US-95 OVERPASS COMPLETION AT ALEXANDER (DESIGN ONLY)	TENAYA	RAINBOW	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	1/10/2019	10	DESIGN
165C-FTI2	10/11/2018		US-95 OVERPASS COMPLETION AT LONE MOUNTAIN (DESIGN ONLY)	TENAYA	RAINBOW	\$ 750,000	\$ 1,100,000	\$ 1,100,000	10/11/2018	10	DESIGN
004Q-FTI2	11/8/2018		US-95 OVERPASS COMPLETION AT VEGAS (DESIGN ONLY)	ROCK SPRINGS	RAINBOW	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	11/8/2018	8	DESIGN
176H-FTI2	11/8/2018		WYOMING AVENUE COMPLETE STREET	LAS VEGAS BLVD	INDUSTRIAL	\$ 16,945,000	\$ 350,000	\$ 350,000	11/8/2018	10	DESIGN
						\$ 650,000					
135V-FTI	1/9/2014	\$ 4,540,000	ARTERIAL RECONSTRUCTION - PACKAGE 3			\$ 4,540,000	\$ -	\$ -	9/13/2018	24	CLOSEOUT
092C-FTI	12/11/2014	\$ 8,500,000	SUMMERLIN PARKWAY	CC-215	US-95	\$ 8,900,000	\$ 400,000	\$ 400,000	9/13/2018	14	DESIGN
178M2-FTI2	4/18/2018	\$ 575,000	PEDESTRIAN SAFETY UPGRADES FISCAL YEAR 2018			\$ 615,000	\$ 40,000	\$ 40,000	10/11/2018	16	DESIGN
155B-FTI	2/11/2016	\$ 375,000	CLIFF SHADOWS PARKWAY TRAFFIC SIGNAL			\$ 374,730	\$ (270)	\$ (270)	10/11/2018	20	CLOSEOUT
176G-FTI2	11/8/2018		JACKSON AVENUE COMPLETE STREETS	H ST	C ST	\$ 350,000	\$ 350,000	\$ 350,000	11/8/2018	9	DESIGN
178F-FTI	10/8/2015	\$ 854,000	DOWNTOWN PEDESTRIAN STREETLIGHT UPGRADES			\$ 825,249	\$ (28,751)	\$ (28,751)	12/13/2018	29	CLOSEOUT
093F-FTI	11/12/2015	\$ 500,000	CASINO CENTER	STEWART	US-95	\$ 450,886	\$ (49,114)	\$ (49,114)	1/10/2019	24	CLOSEOUT
146M-FTI	1/9/2014	\$ 600,000	BUS TURNOUTS: CHARLESTON - BOULDER TO NELLIS			\$ 598,972	\$ (1,028)	\$ (1,028)	1/10/2019	28	CLOSEOUT
175I-FTI	8/13/2015	\$ 2,000,000	MEADOWS NEIGHBORHOOD REHABILITATION			\$ 1,985,656	\$ (14,344)	\$ (14,344)	1/10/2019	30	CLOSEOUT
128H-FTI	8/13/2015	\$ 2,158,000	KYLE CANYON INTERCHANGE @ US95			\$ 9,108,000	\$ 6,950,000	\$ 6,950,000	2/14/2019		CONST
TOTALS		\$ 56,613,000				\$ 388,110,093	\$ 51,948,293	\$ 50,070,493			

FY 2019 AVAILABLE BALANCE \$ (39,870,458)

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
CAPITAL IMPROVEMENTS PROGRAM - FUEL REVENUE INDEXING EXTENSION FUNDING

UPDATED FEBRUARY 14, 2019

FRI EXTENSION							AVAILABLE RESOURCES		\$ 93,884,191		
UNENCUMBERED FROM PREVIOUS YEAR							\$ (94,054,121)	PROGRAMMED	\$ 1,343,706,483	\$ 102,400,330	
								REMAINING RESOURCES		\$ (8,516,139)	
CITY OF NORTH LAS VEGAS RESOURCES							available resources		\$ (12,200,615)		
unencumbered from previous year							\$ (9,880,095)	programmed	\$ 82,198,048	\$ 6,484,248	
								remaining resources		\$ (18,684,863)	
PROJECT NUMBER	DESIGN START	ILC AMOUNT	PROJECT	FROM	TO	COST	2018-19	FUNDING REQUESTS			
								AMOUNT	DATE	AGENDA	PHASE
CITY OF NORTH LAS VEGAS											
			ARTERIAL RECONSTRUCTION PROGRAM								
			NEIGHBORHOOD REHABILITATION PROGRAM								
205A-FTI2	1/11/2018	\$ 500,000	ADA UPGRADES PROGRAM	CITY WIDE	CITY WIDE	1,500,000	1,000,000				
123D-FTI2	11/9/2017	\$ 2,350,000	ALEXANDER	SIMMONS	N. 5TH	15,000,000					
			ALLEN	CRAIG	CENTENNIAL	2,642,000					
			ANN PEDESTRIAN BRIDGE	ANN	UPPER LAS VEGAS WASH	3,500,000	350,000				
170D-FTI2	2/14/2019		CENTENNIAL	PECOS	LAMB	2,207,000	220,000	\$ 220,000	2/14/2019	DESIGN	
			CITY OF NORTH LAS VEGAS MAINTENANCE (661.61 MILES)	CITY WIDE	CITY WIDE						
135AA-FTI2	1/11/2018	\$ 300,000	ARTERIAL RECONSTRUCTION (Subset of Maintenance)	CITY WIDE	CITY WIDE	300,000					
175P-FTI2	1/11/2018	\$ 1,400,000	NEIGHBORHOOD REHAB (Subset of Maintenance)	CITY WIDE	CITY WIDE	3,340,000	1,940,000				
			CRAIG PEDESTRIAN BRIDGE AT UPPER LAS VEGAS WASH	CRAIG	UPPER LAS VEGAS WASH	5,000,000	MOVED TO Q10				
			DEER SPRINGS	LOSEE	LAMB	6,500,000					
176F-FTI2	11/9/2017	\$ 1,700,000	DOWNTOWN COMPLETE STREETS & PEDESTRIAN IMPROVEMENTS	CITY WIDE	CITY WIDE	10,722,000	1,022,000				
055J-FTI2	2/14/2019		LAMB	CENTENNIAL	CC-215 CONNECTIVITY	8,916,000	820,000	\$ 820,000	2/14/2019	DESIGN	
165D-FTI2	2/14/2019		LONE MOUNTAIN	LOSEE	COMMERCE	8,649,000	800,000	\$ 800,000	2/14/2019	DESIGN	
203A-FTI2	11/9/2018	\$ 700,000	SCHOOL SAFETY PROGRAM	CITY WIDE	CITY WIDE	6,000,000					
			SLOAN	LAS VEGAS BL	TROPICAL	3,521,000					
			TROPICAL	LAMB	PECOS	2,370,000					
			WALNUT ROADWAY COMPLETION	CENTENNIAL	CC-215	3,200,000					
167B-FTI2	2/14/2019		WASHBURN	VALLEY	WILLIS	1,025,000	125,000	\$ 125,000	2/14/2019	DESIGN	
167C-FTI2	2/14/2019		WASHBURN	COMMERCE	N. 5TH	975,000	225,000	\$ 225,000	2/14/2019	DESIGN	
			LONE MOUNTAIN	DECATUR	LOSEE	8,649,000	800,000				
			PECOS	CAREY	TONOPAH	2,875,000					
			SIMMONS	LONE MOUNTAIN	LA MADRE	2,699,000					
			SLOAN	LAS VEGAS BLVD	TROPICAL	3,579,000					
			TROPICAL	CC-215	ANN	2,630,000	530,000				
148D-FTI	1/9/2014	\$ 6,850,000	SIMMONS	CHEYENNE	RED COACH	\$ 5,502,248	\$ (1,347,752)	\$ (1,347,752)	9/13/2018	25	
TOTALS		\$ 13,800,000				\$ 111,301,248	\$ 6,484,248	\$ 842,248			

FY 2019 AVAILABLE BALANCE \$ (13,042,863)

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
CAPITAL IMPROVEMENTS PROGRAM - FUEL REVENUE INDEXING EXTENSION FUNDING

UPDATED FEBRUARY 14, 2019

FRI EXTENSION				AVAILABLE RESOURCES		\$ 93,884,191
UNENCUMBERED FROM PREVIOUS YEAR				\$ (94,054,121)	PROGRAMMED	\$ 1,343,841,483
					REMAINING RESOURCES	\$ (8,651,139)
BOULDER CITY RESOURCES				available resources		\$ 2,064,493
unencumbered from previous year				\$ -	programmed	\$ 15,675,000
					remaining resources	\$ 1,069,493

PROJECT NUMBER	DESIGN START	INTERLOCAL AMOUNT	PROJECT	FROM	TO	COST	2018-19	FUNDING REQUESTS			
								AMOUNT	DATE	AGENDA	PHASE
BOULDER CITY											
			CITY OF BOULDER CITY ADDITIONAL MAINTENANCE			\$ 3,600,000					
135AB2-FTI2	7/12/2018		CITY OF BOULDER CITY MAINTENANCE (199.28 MILES)			\$ 8,680,000	\$ 660,000	\$ 660,000	7/12/2018	19	DESIGN
			RAILROAD MUSEUM ROAD			\$ 3,000,000	\$ 200,000	\$ 200,000	10/11/2018	18	CONST
060AY-FTI	2/9/2017	\$ 1,255,000	2016-2017 STREET RECONSTRUCTION			\$ 1,390,000.00	\$ 135,000	\$ 135,000	2/14/2019		CONST
TOTALS		\$ 1,255,000				\$ 16,670,000	\$ 995,000	\$ 995,000			

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
 CAPITAL IMPROVEMENTS PROGRAM - FUEL REVENUE INDEXING EXTENSION FUNDING

UPDATED FEBRUARY 14, 2019

FRI EXTENSION				AVAILABLE RESOURCES		\$ 93,884,191
UNENCUMBERED FROM PREVIOUS YEAR					\$ (94,054,121)	
				PROGRAMMED	\$ 1,343,706,483	\$ 102,400,330
				REMAINING RESOURCES		\$ (8,516,139)
RTC & TIBP RESOURCES				available resources		\$ 9,600,000
unencumbered from previous year					\$ (400,000)	
				programmed	\$ 182,500,000	\$ 6,500,000
				remaining resources		\$ 3,100,000

PROJECT NUMBER	DESIGN START	DESIGN AMOUNT	PROJECT	FROM	TO	COST	2018-19	FUNDING REQUESTS			
								AMOUNT	DATE	AGENDA	PHASE
REGIONAL TRANSPORTATION COMMISSION (RTC)											
144W-FT12	6/14/2018		AMS COMMUNICATIONS, ITS EQUIPMENT AND SIGNALIZED INTERSECTION UPGRADE			20,000,000	2,000,000	\$ 2,000,000.00	6/14/2018	54	DESIGN
144V-FT12	6/14/2018		ITS DEPLOYMENT ALONG EXISTING PORTIONS OF 215 BELTWAY	I-15 NORTH	I-515	20,000,000	2,000,000	\$ 2,000,000.00	6/14/2018	55	DESIGN
			MARYLAND FIXED GUIDEWAY CAPACITY AND SAFETY IMPROVEMENTS	AIRPORT	STEWART	125,000,000					
144CC-FT12	5/24/2018	\$ 400,000	INTELLIGENT TRANSPORTATION SYSTEM: WORK ZONE PERFORMANCE			400,000					
211B3-FT12	12/13/2018		FAST - CONTROLER REPLACEMENT			\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000	12/13/2018	8	CONST
220A-FT12	Pulled from 11/29/18 EAC		STREETS & HIGHWAYS ADMINISTRATIVE SUPPORT			\$ 500,000	\$ -		PULLED FROM 11/29/18 EAC		
TOTALS		\$ 400,000				\$ 167,400,000	\$ 5,500,000	\$ 5,500,000			

FY 2019 AVAILABLE BALANCE \$ 4,100,000

PROJECT NUMBER	DESIGN START	DESIGN AMOUNT	PROJECT	FROM	TO	COST	2018-19	FUNDING REQUESTS			
								AMOUNT	DATE	AGENDA	PHASE
RESORT CORRIDOR AREA ROAD IMPROVEMENTS (TIBP)											
			TIBP ROAD PROJECTS			354,000,000					
222A-FT12	2/14/2019		CLV, PEDESTRIAN BRIDGE AT INTERSECTION OF SAHARA AVENUE AT LAS VEGAS BOULEVARD			1,000,000	1,000,000	\$ 1,000,000.00	2/14/2019		DESIGN
TOTALS		\$ 400,000				\$ 355,000,000	\$ 1,000,000	\$ 1,000,000			

UPDATED FEBRUARY 14, 2019

Q10		UNENCUMBERED FROM PREVIOUS YEAR	AVAILABLE RESOURCES										
		\$ -	PROGRAMMED	\$ 194,703,110	\$ 11,995,846								
			REMAINING RESOURCES		\$ 24,351,110								
					\$ (12,355,264)								
PROJECT NUMBER	DESIGN START	ILC AMOUNT	PROJECT	FROM	TO	COST	2018-19	FUNDING REQUESTS					
								AMOUNT	DATE	AGENDA	PHASE		
007M	8/8/2013	\$ 850,000	DECATUR			\$ 850,000							
170C	4/11/2013	\$ 1,566,000	CENTENNIAL PKWY	SKYPOINT DR		\$ 1,566,000							
169D		\$ 3,500,000	MAIN/COMMERCE COUPLER			\$ 3,500,000							
089G	8/9/2012	\$ 1,000,000	LAS VEGAS BLVD	STEWART	SAHARA	\$ 1,000,000							
190B		\$ 11,000	ARMAGOSA TRAIL BRIDGE			\$ 11,000							
190D		\$ 61,000	COLLEGE AREA TRAIL			\$ 61,000							
015M	8/9/2012	\$ 2,213,000	HORIZON	I-515	BOULDER	\$ 1,734,000							
015N	6/13/2013	\$ 250,000	HORIZON	PACIFIC	HORIZON RIDGE	\$ 250,000							
178H		\$ 16,000	PEDESTRIAN FLASHERS			\$ 11,247	\$ (4,753)	\$ (4,753)	12/13/2018	32		CLOSEOUT	
175H		\$ 364,000	WEST HENDERSON ROADS			\$ 364,000							
164B	4/11/2013	\$ 750,000	VOLUNTEER			\$ 750,000	\$ -	\$ -	10/11/2018	23		CLOSEOUT	
097E	11/13/2014	\$ 521,000	STEPHANIE	GALLERIA	RUSSELL	\$ 521,673	\$ (673)	\$ (673)	8/9/2018	22		CLOSEOUT	
021F		\$ 9,615,000	MLK/INDUSTRIAL CONNECTOR	DAKEY	ALTA	\$ 9,615,000							
124C	1	\$ 6,612,000	SHEEP MTN PKWY EIS			\$ 6,612,000							
037B	2	\$ 7,369,000	RANCHO	BONANZA	RAINBOW	\$ 21,369,000							
147A	3	\$ 26,800,000	CACTUS	SPENCER	RAINBOW	\$ 48,996,000	\$ 4,000,000	\$ 4,000,000	12/13/2018	13		CONST	
149B	4	\$ 74,903,000	NORTH 5TH	OWENS	CHEYENNE	\$ 129,158,000	\$ 5,000,000						
010I	6	\$ 1,200,000	RAINBOW	TRAFFIC CAPACITY		\$ 1,200,000							
	7		SILVERADO	JONES	DEAN MARTIN	\$ 15,600,000							
092C	9	\$ 6,160,000	SUMMERLIN PKWY	CC-215	US-95	\$ 33,030,000							
021D	13	\$ 32,125,000	MLK	PALOMINO	CAREY	\$ 32,125,000							
148A	15	\$ 1,270,000	SIMMONS	CAREY	LONE MOUNTAIN	\$ 12,615,000							
021F	19	\$ 13,615,000	MLK/INDUSTRIAL CONNECTOR			\$ 13,615,000							
	23		CHARLESTON	MARYLAND	PECOS	\$ 5,150,000							
	24		RAINBOW	CACTUS	BLUE DIAMOND	\$ 4,455,000							
10K	25	\$ 800,000	RAINBOW	WARM SPRINGS	TROPICANA	\$ 3,640,000	\$ -	\$ -	11/8/2018	14		CLOSEOUT	
152A	29	\$ 1,000,000	STARR/EXECUTIVE AIRPORT	I-15	BRUNER	\$ 862,736	\$ (137,264)	\$ (137,264)	12/13/2018	31		CLOSEOUT	
	30		TROPICANA	HUALAPAI	FORT APACHE	\$ 3,185,000							
070I	31	\$ 850,000	DURANGO	BLUE DIAMOND	WINDMILL	\$ 8,308,000	\$ 2,508,000	\$ 2,508,000	9/13/2018	10		CONST	
176C	5/19/2016	\$ 12,400,000	US93 COMPLETE STREETS	I-11	PACIFICA	\$ 12,400,000							
190E		\$ 29,500	I-215 TRAIL BRIDGES	@PECOS @GV @ VALLE VERDE		\$ 270,000	\$ 240,500						
190A	1/14/2016	\$ 12,000	I-215 TRAIL CONNECTIVITY	GREEN VALLEY	PECOS	\$ 72,000	\$ 50,000	\$ 50,000	9/13/2018	21		CONST	
196A		\$ 160,000	TRAILS MAINTENANCE VOLUNTEER COORDINATOR			\$ 320,000	\$ 160,000						
158E	7/12/2018	\$ 200,000	TRAILS FY 17 TO 20 (CC, CLV, CNLV, COH)			\$ 200,000	\$ 200,000	\$ 200,000	7/12/2018	7		CONST	
			LAUGHLIN BRIDGE			\$ 17,000,000							
			SHEEP MOUNTAIN PRESERVATION R/W			\$ 4,543,000							
			NORTH LAS VEGAS BLVD	TONOPAH	CAREY	\$ 665,000	\$ 665,000						
			ANN	CAMINO AL NORTE	LAMB	\$ 835,000	\$ 835,000						
			SAN FELIPE	ADAMS	MENDOTA	\$ 1,384,000	\$ 200,000						
			ANTHEM ROSE TRAIL @ BRANDYWINE SHOALS			\$ 11,000	\$ 11,000						
			EASTERN BUS TURNOUTS	HORIZON RIDGE	SILVERADO RANCH	\$ 39,000	\$ 39,000						
			LAS VEGAS BLVD SIGNALS	@ VIA INSPIRADA	@ VIA NOBILA	\$ 39,000	\$ 39,000						
			ST ROSE TRAIL	MARYLAND	EASTERN	\$ 18,000	\$ 18,000						
			VIA INSPIRADA TRAIL	LAS VEGAS BLVD	VIA INPIRADA/BIC	\$ 292,000	\$ 292,000						
			BIKE NETWORK EXPANSION / MAINTENANCE	BOULDER CITY		\$ 1,825,000	\$ 500,000						
			PEDESTIAN IMPROVEMENTS EASTERN/SERENE	CLARK COUNTY		\$ 6,000,000	\$ 500,000						
			PATRICK PED BIKE TRAIL OVER 215	CLARK COUNTY		\$ 5,000,000	\$ 500,000						
			SAHARA PEDESTRIAN	CLARK COUNTY		\$ 3,000,000	\$ 250,000						
			TROPICANA PEDESTRIAN BRIDGE	CLARK COUNTY		\$ 3,000,000	\$ 250,000						
190F	9/13/2018		CIMARRON ROAD PED/BICYCLE BRIDGE	@ SUMMERLIN PKWY		\$ 450,000	\$ 450,000	\$ 450,000	9/13/2018	13		CONST	
			HOOVER AVENUE PED BRIDGE (DESIGN ONLY) (CMAQ MATCH R/W & Const) @ UPRR			\$ 1,625,000	\$ 100,000						
215A	8/9/2018		CC215 BELTWAY TRAIL (CMAQ MATCH)	CENTENNIAL	DECATUR	\$ 540,000	\$ 350,000	\$ 350,000	8/9/2018	15		CONST	
190G	12/13/2018		SUMMERLIN PKWY TRAIL (CMAQ MATCH)	RAMPART	CC215	\$ 810,000	\$ 810,000	\$ 810,000	12/13/2018	14		CONST	
194B	9/13/2018		SYMPHONY PARK PEDESTRIAN BRIDGE			\$ 1,525,000	\$ 800,000	\$ 800,000	9/13/2018	15		DESIGN	
			BUS TURNOUTS @ ST ROSE/MARYLAND & STEPHANIE/PATRICK			\$ 33,000	\$ 154,000	\$ 154,000	10/11/2018	17		DESIGN	
144U	7/1/2018		FAST PROGRAM MANAGEMENT FY 2019			\$ 125,000	\$ 33,000						
144T	7/1/2018		FAST TRAFFIC SIGNAL MAINTENANCE FY 2019			\$ 141,864	\$ 414,864	\$ 125,000	7/1/2018	N/A		DESIGN	
097E-SB5	8/12/2010	\$ 1,492,000	STEPHANIE	GALLERIA	RUSSELL	\$ 1,490,820	\$ (1,180)	\$ (1,180)	8/9/2018	22		CLOSEOUT	
148B-SB5	9/9/2010	\$ 496,000	SIMMONS	CHEYENNE	LONE MOUNTAIN	\$ 496,000	\$ -	\$ -	8/9/2018	27		CLOSEOUT	
060AX-SB5	2/9/2017	\$ 8,959	2016-2017 SLURRY SEAL			\$ 8,144	\$ (815)	\$ (815)	11/8/2018	17		CLOSEOUT	
037C-SB5	04/11/213	\$ 59,000	RANCHO	BONANZA	RAINBOW	\$ 59,000	\$ -	\$ -	11/8/2018	15		CLOSEOUT	
148A	12/9/2004	\$ 1,270,000	SIMMONS	CAREY	LONE MOUNTAIN	\$ 1,270,000	\$ -	\$ -	11/8/2018	18		CLOSEOUT	
148C-SB5	5/19/2011	\$ 2,586,000	SIMMONS	CAREY	LONE MOUNTAIN	\$ 2,525,485	\$ (60,515)	\$ (60,515)	11/8/2018	19		CLOSEOUT	
146H-SB5	4/12/2012	\$ 582,000	SB137 BUS TURNOUTS			\$ 581,372	\$ (628)	\$ (628)	12/13/2018	34		CLOSEOUT	
015K-SB5	8/12/2010	\$ 500,000	HORIZON	PACIFIC	HORIZON RIDGE	\$ 446,014	\$ (53,986)	\$ (53,986)	12/13/2018	33		CLOSEOUT	
152B-SB5	8/12/2010	\$ 6,062,000	STARR-VOLUNTEER/EXECUTIVE AIRPORT/ANTHEM BOUNDARY			\$ 5,911,303	\$ (150,697)	\$ (150,697)	12/13/2018	35		CLOSEOUT	
062F	2/11/2016	\$ 285,000	BUNKERVILLE ROADS			\$ 285,000	\$ -	\$ -	1/10/2018	20		CLOSEOUT	
062F-SB5	8/12/2010	\$ 141,000	BUNKERVILLE ROADS			\$ 141,000	\$ -	\$ -	1/10/2018	20		CLOSEOUT	
135K-SB5	6/10/2010	\$ 5,250,000	ARTERIAL RECONSTRUCTION PROGRAM FY 2011			\$ 5,181,554	\$ (68,446)	\$ (68,446)	1/10/2019	25		CLOSEOUT	
146G-SB5	11/10/2010	\$ 780,000	BUS TURNOUT PROJECT - FISCAL YEAR 2011			\$ 716,021	\$ (63,979)	\$ (63,979)	1/10/2019	27		CLOSEOUT	
169B-SB5	6/10/2010	\$ 478,000	MAIN ST	US-95	OWENS	\$ 477,684	\$ (317)	\$ (317)	1/10/2019	29		CLOSEOUT	
063AL-SB5	8/10/2017	\$ 498,000	2018 Street Reconstruction Phase II			\$ 498,000	\$ -	\$ -	1/10/2018	21		CLOSEOUT	
180H-Q10	2/14/2019		CRAIG ROAD PEDESTRIAN BRIDGE AT UPPER LAS VEGAS WASH			\$ 5,000,000	\$ 450,000	\$ 450,000	2/14/2019			DESIGN	
TOTALS		\$ 226,710,459				\$ 447,404,916	\$ 24,351,110	\$ 14,718,610					

FY 2019 AVAILABLE BALANCE \$ (2,722,764)

6489



**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: PEDESTRIAN BRIDGE AT INTERSECTION OF SAHARA AVENUE AND LAS VEGAS 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 AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING FOR CITY OF LAS VEGAS PROJECT 222A-FTI2; PEDESTRIAN BRIDGE AT INTERSECTION OF SAHARA AVENUE AND LAS VEGAS BOULEVARD (FOR POSSIBLE ACTION)		
GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION		

FISCAL IMPACT:

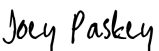
Category	RTC Funds			Other Funds	Total Project Costs
	Current Request	Previous Request	Total RTC		
Construction	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
Right-of-Way	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ 1,000,000.00

BACKGROUND:

This Interlocal Contract applies to the design of a pedestrian bridge that will connect to all four corners of the intersection at Sahara Avenue and Las Vegas Boulevard. This location is a high-crash intersection and separating out the pedestrian traffic should result in increased capacity and safety. The project will be administered by the City of Las Vegas in coordination with Clark County Public Works. The City of Las Vegas requests an Authorization to Proceed for engineering to complete an alternatives analysis and 30 percent design for the project.

This project was recommended in the Transportation Investment Business Plan adopted by the Regional Transportation Commission of Southern Nevada.

Respectfully submitted,

DocuSigned by:

 for
 MIKE JANSSEN
 Director of Public Works

*RTC Item #9
 February 14, 2019
 EAC Item #6
 January 31, 2019
 Consent*

**PROJECT SUMMARY
(PEDESTRIAN BRIDGE AT INTERSECTION OF SAHARA AVENUE
AND LAS VEGAS BOULEVARD)**

Project: Pedestrian Bridge at intersection of Sahara Avenue and Las Vegas Boulevard

Funding: Regional Transportation Commission of Southern Nevada Fuel Revenue Indexing (FRI) Extension - Transportation Investment Business Plan (TIBP) funds.

Background: The project is within the first five years of the Capital Improvement Program and was identified in the 2016 Transportation Investment Business Plan. The project is a pedestrian bridge that will connect to all four corners of the Sahara Avenue/Las Vegas Boulevard intersection. This location is a high-crash intersection and separating out the pedestrian conflicts should result in increased capacity and safety. The project will be administered by the City of Las Vegas in coordination with Clark County Public Works. The City will complete an alternatives analysis and 30% design with this request.

Existing Conditions: Currently this intersection is striped with marked crosswalks only. This new project will elevate pedestrians above the intersection thus increasing safety and reducing congestion.

Proposed Improvements: The project will include constructing a new pedestrian bridge with associated walkways, ramps, elevators, escalators/stairs, etc. over the roadway as shown on Exhibit A.

Roadway Improvements: The improvements will include a new pedestrian bridge with associated sidewalks modifications, new walkways, ramps, elevator, escalators/stairs, etc.

Right-of-Way: Right-of-way acquisitions will be needed for touchdown and column locations that occur within private parcels.

Traffic Signals: The existing traffic signal at Sahara Avenue and Las Vegas Boulevard will need to be modified to accommodate the new bridge.

Drainage Improvements: No major drainage facilities are anticipated with the project.

Sanitary Sewer: No sanitary sewer improvements are anticipated with the project.

Estimated Construction Costs:

Base	Contingency	Total
\$25,000,000	\$2,500,000	\$27,500,000

Improvements included in CLV/County SIDs: No SID is included.

Schedule:	Design Complete:	December 2021
	Advertise:	March 2022
	Award:	June 2022
	NTP Construction:	July 2022
	Completion:	January 2024

**INTERLOCAL CONTRACT
PEDESTRIAN BRIDGE AT INTERSECTION OF SAHARA AVENUE AND
LAS VEGAS BOULEVARD**

THIS INTERLOCAL CONTRACT made and entered into this 14th day of February, 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the “CITY”, and County of Clark, 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 CITY intends to construct a Pedestrian Bridge at the Intersection of Sahara Avenue and Las Vegas Boulevard, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located partially within the CITY and partially within the COUNTY; and

WHEREAS, the CITY will coordinate with the COUNTY, but will be the lead entity for design and construction of the project; 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 applies to improvements associated with the construction of the pedestrian bridge at Sahara Avenue and Las Vegas Boulevard intersection, including new walkways, ADA ramps, elevators, escalators and stairs over the roadway, and any other appurtenances necessary to complete the functional project. The PROJECT is further identified and shown on Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding from Fuel Revenue Indexing Extension funds 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 \$1,000,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$1,000,000.00
 - b. RIGHT-OF-WAY not to exceed \$0.00
 - c. CONSTRUCTION not to exceed \$0.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

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

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. Prior to completion of the construction of the PROJECT, the CITY and THE CLARK COUNTY shall execute the Maintenance Agreement and no funding shall be 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 repaid.
7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 14, 2019

BY:

LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert

0E6FC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

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

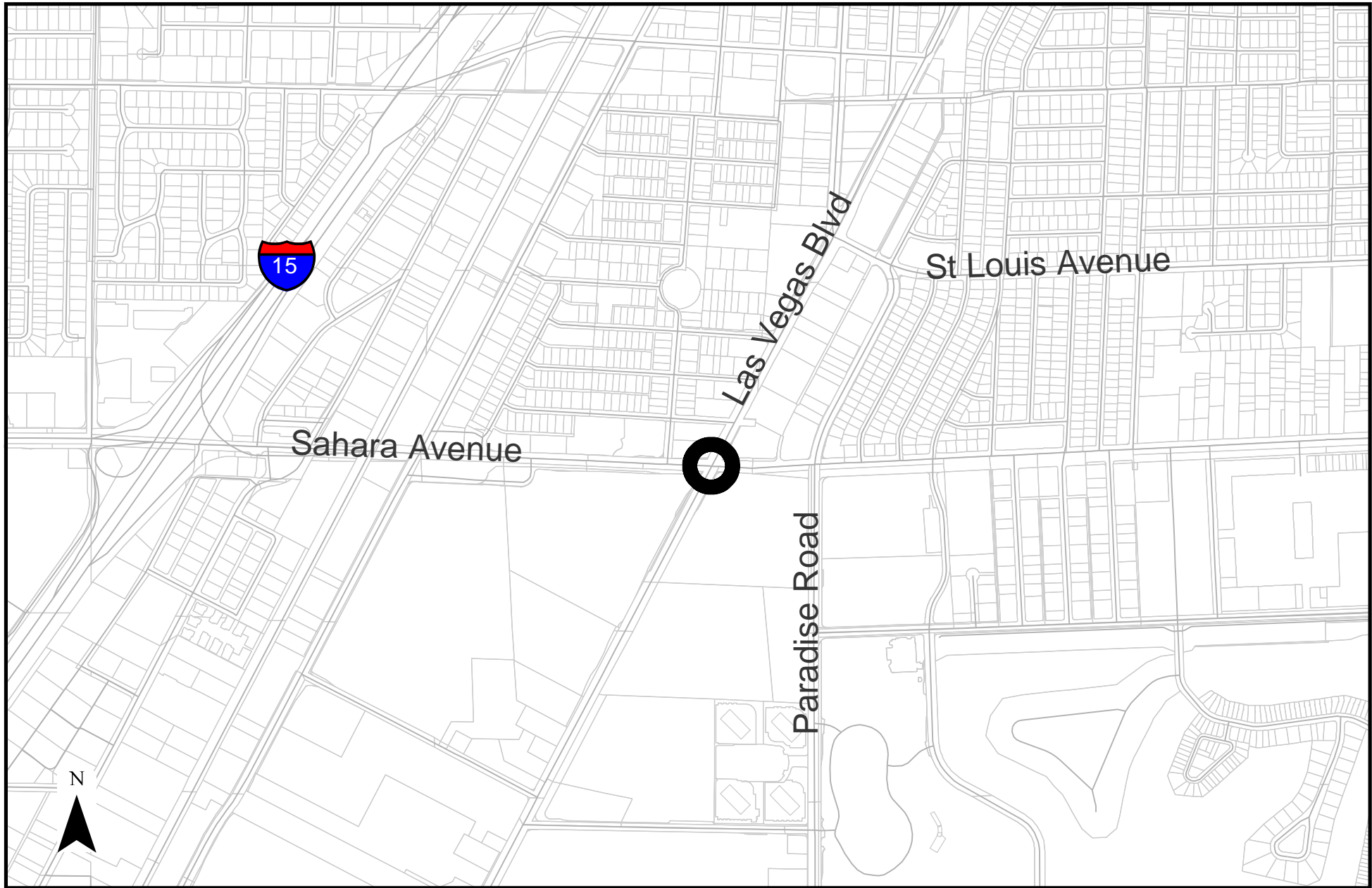
Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

_____ BY: _____
MARILYN KIRKPATRICK, Chair

Attest:

LYNN MARIE GOYA
County Clerk



12/27/2018

Exhibit A

PEDESTRIAN BRIDGE AT INTERSECTION OF SAHARA AVENUE AND LAS VEGAS BOULEVARD

6490

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: IMPROVEMENTS TO VARIOUS RIGHT TURN LANES AT INTERSECTIONS		
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 AND APPROVE AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CONSTRUCTION, ENGINEERING, AND RIGHT-OF-WAY FOR CITY OF LAS VEGAS PROJECT 051R-MVFT; IMPROVEMENTS TO VARIOUS RIGHT TURN LANES AT INTERSECTIONS (FOR POSSIBLE ACTION)		
GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION		

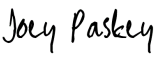
FISCAL IMPACT:

Category	Total Project Cost	Federal Funds	RTC Funds				
			Current Request		Previous		Total RTC
			5%	100%	5%	100%	
Construction	\$ 1,620,800.40	\$ 1,255,000.40	\$ 66,052.60	\$ 299,747.40	-	-	\$ 365,800.00
Engineering	\$ 586,843.90	\$ 510,000.90	\$ 26,842.10	\$ 50,000.90	-	-	\$ 76,843.00
Right of Way	\$ 2,047,107.70	\$ 1,754,750.70	\$ 92,355.30	\$ 200,001.70	-	-	\$ 292,357.00
Totals	\$ 4,254,752.00	\$ 3,519,752.00	\$ 185,250.00	\$ 549,750.00	-	-	\$ 735,000.00

BACKGROUND:

This project will construct new dedicated right turn lanes to decrease congestion at intersections listed in Exhibit "A" of the contract. This contract provides \$185,250.00 for local match and \$549,750.00 beyond federal grant funds the City of Las Vegas has obtained for the project through agreement PR571-13-063 with the State of Nevada Department of Transportation (NDOT). The City of Las Vegas requests an Authorization to Proceed for construction, engineering and right-of-way for the project.

Respectfully submitted,

DocuSigned by:

 266A9F0F986B429...
 _____ for
 MIKE JANSSEN
 Director of Public Works

RTC Item #10
February 14, 2019
EAC Item #7
January 31, 2019
Consent

PROJECT SUMMARY (IMPROVEMENTS TO VARIOUS RIGHT TURN LANES AT INTERSECTIONS)

Project: Improvements to Various Right Turn Lanes at Intersections

Funding: Regional Transportation Commission of Southern Nevada MVFT Fuel Tax

Background: This project is within the first five years of the Capital Improvement Program. The project includes right turn lane improvements at Rainbow Blvd/Cheyenne Ave (NB), Rainbow Blvd/Cheyenne Ave (SB), Tenaya Way/Lake Mead Blvd (SB), Charleston Blvd/Community College Dr (EB), Charleston Blvd/Merialdo Dr (WB), Cheyenne Ave/Jones Blvd (EB). The project is being funded through the Federal Congestion Mitigation Air Quality (CMAQ) program and requires a 5% local match.

Existing Conditions: These intersection locations experience higher traffic volumes and can often have backups due to the heavy congestion. This project will construct new dedicated right turn lanes to decrease congestion in these intersections.

Proposed Improvements: The basic improvements will include new dedicated right turn lanes, sidewalk and pavements, upgraded ADA ramps, and modified traffic signals with detection at the above referenced locations.

Roadway Improvements: Roadway improvements will include pavement mill and overlays through the intersections as well as new dedicated right turn lanes

Right-of-Way: The right-of-way for each intersection varies; permanent right-of-way is needed for the right turn lanes. Temporary construction easements will also be required as this is a federally funded project. Additional local funds may be needed for acquisitions above the just compensation values.

Traffic Signals: The existing traffic signals may need to be modified to accommodate the new improvements.

Drainage Improvements: Minor storm drain modifications are needed for the project. Existing drop inlets will need to be replaced to accommodate new turn lanes.

Sanitary Sewer: No sanitary sewer improvements are anticipated.

Estimated Construction Costs:

	Base	Contingency	Total
RTC MVFT	\$333,000	\$32,800	\$365,800
CMAQ	\$1,140,000	\$115,000	\$1,255,000

Improvements included in CLV/County SIDs: No SID is included.

Schedule:

Design Complete:	December 2019
Advertise	March 2020
Contract Award:	June 2020
NTP Date:	August 2020
Completion:	August 2021

**INTERLOCAL CONTRACT
IMPROVEMENTS TO VARIOUS RIGHT TURN LANES AT INTERSECTIONS**

THIS INTERLOCAL CONTRACT made and entered into this 14th day of February, 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC.”

W I T N E S S E T H

WHEREAS, the CITY intends to construct Improvements to Various Right Turn Lanes at Intersections, 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, the CITY has entered into Agreement No. PR571-13-063 with Nevada Department of Transportation (NDOT); and

WHEREAS, NDOT requires a five (5) percent match and will not cover all costs associated with the PROJECT; and

WHEREAS, the CITY is requesting RTC provide funds to supplement the federal funds for engineering, right-of-way 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 applies to construction of Improvements to Various Right Turn Lanes at Intersections in the City of Las Vegas. The basic improvements include new dedicated right turn lanes, sidewalk and pavement, ADA accessibility upgrades, modified traffic signals with detection and any other appurtenances necessary to complete the functional project. The PROJECT locations are identified and shown on the attached Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT 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 \$735,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. CONSTRUCTION not to exceed \$365,800.00
 - b. ENGINEERING not to exceed \$76,843.00
 - c. RIGHT-OF-WAY not to exceed \$292,357.00

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 repaid.
7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 14, 2019 BY: _____
LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
0E6FC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

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
City of Las Vegas Various Right Turn Lanes

Right Turn Lanes Location / Limits	Activity
Rainbow Blvd/Cheyenne Ave (NB)	Design/Construction
Rainbow Blvd/Cheyenne Ave (SB)	Design/Construction
Tenaya Way/Lake Mead Blvd (SB)	Design/Construction
Charleston Blvd/Community College Dr (EB)	Design/Construction
Charleston Blvd/Merialdo Dr (WB)	Design/Construction
Cheyenne Ave/Jones Blvd (EB)	Design/Construction

6491

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**



AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: KYLE CANYON INTERCHANGE AT U.S. 95		
PETITIONER: MIKE JANSSEN, DIRECTOR CITY OF LAS VEGAS PUBLIC WORKS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE PROJECT FUNDING AND APPROVE A REVISED AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING 1 FUNDS FOR CONSTRUCTION, ENGINEERING AND RIGHT-OF-WAY FOR CITY OF LAS VEGAS PROJECT 128H-FTI; KYLE CANYON INTERCHANGE AT U.S. 95 (FOR POSSIBLE ACTION)		
GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION		

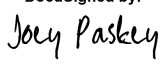
FISCAL IMPACT:

Category	RTC Funds			Other Funds	Total Project Costs
	Current Request	Previous Request	Total RTC		
Construction	\$ 6,950,000.00	\$ -	\$ 6,950,000.00	\$ -	\$ 6,950,000.00
Engineering	\$ -	\$ 2,148,000.00	\$ 2,148,000.00	\$ -	\$ 2,148,000.00
Right-of-Way	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00
Total	\$ 6,950,000.00	\$ 2,158,000.00	\$ 9,108,000.00	\$ -	\$ 9,108,000.00

BACKGROUND:

The City of Las Vegas (Las Vegas) is requesting an increase in funding and a revised Authorization to Proceed for construction, engineering and right-of-way for Kyle Canyon Interchange at U.S. 95. Las Vegas entered into Highway Agreement R381-17-015 with Nevada Department of Transportation (NDOT) for construction cost reimbursement for this project. This Supplemental Interlocal Contract No. 2 will provide funding to cover those costs.

Respectfully submitted,

DocuSigned by:

 266A9F0F986B429...

 MIKE JANSSEN
 Director of Public Works

for

*RTC Item #11
February 14, 2019
EAC Item #8
January 31, 2019
Consent*

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
KYLE CANYON INTERCHANGE AT U.S. 95**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 made and entered into this 14th day of February, 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC.”

W I T N E S S E T H

WHEREAS, the RTC approved an Interlocal Contract dated August 13, 2015 and Supplemental Interlocal Contract No. 1 dated August 10, 2017 for engineering and construction of Kyle Canyon Interchange at U.S. 95, hereinafter referred to as “PROJECT,” located wholly within the CITY; and

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

WHEREAS, the CITY has entered into Highway Agreement No. R381-17-015 with Nevada Department of Transportation (NDOT) for construction cost reimbursement.

WHEREAS, the PROJECT represents CITY’s construction cost contribution for diverging diamond interchange at Kyle Canyon Road, also referred to as the Kyle Facility in NDOT’s Agreement; and

WHEREAS, the PROJECT is part of the NDOT’S construction project for widening U.S. 95 from Durango Drive to Kyle Canyon Road, perpetuation of existing drainage, construction of Regional Flood Control facilities at Grand Teton and Kyle Canyon Road, relocation of utilities, adding additional lighting, signage, ITS facilities, landscape; and

WHEREAS, the CITY wishes to increase total PROJECT funding for reimbursement of construction costs; 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 funds 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 \$9,108,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$2,148,000.00
 - b. RIGHT-OF-WAY not to exceed \$10,000.00
 - c. CONSTRUCTION not to exceed \$6,950,000.00

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

The remainder of the Interlocal Contract dated August 13, 2015 and Supplemental Interlocal Contract No. 1 dated August 10, 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:

REGIONAL TRANSPORTATION COMMISSION

February 14, 2019

BY:

LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
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GREG GILBERT, Outside General Counsel, RTC

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

6496

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**



AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: LAMB BOULEVARD, CENTENNIAL PARKWAY TO CC-215		
PETITIONER: DALE DAFFERN, P.E., DIRECTOR OF PUBLIC WORKS CITY OF NORTH LAS VEGAS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 055J-FTI2; LAMB BOULEVARD, CENTENNIAL PARKWAY TO CC-215 (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		


FISCAL IMPACT:

Category	Total Project Cost	Other Funds	RTC Funds		
			Current Request	Previous Report	Total RTC
Construction		\$ -	\$ -	\$ -	\$ -
Engineering	\$800,000.00		\$800,000.00		\$800,000.00
Right-of-Way	\$20,000.00		\$20,000.00		\$20,000.00
Totals	\$ 820,000.00	\$ -	\$ 820,000.00	\$ -	\$ 820,000.00

BACKGROUND:

This interlocal contract applies to the engineering of improvements to Lamb Boulevard from Centennial Parkway to CC-215. The improvements may include up to six travel lanes, medians, drainage facilities and other appurtenances necessary to construct a complete and functional project. These funds will allow the City of North Las Vegas to begin design on this project.

Respectfully submitted,

DocuSigned by:

5E272E52F7E74CF

 DALE DAFFERN, P.E.
 Director of Public Works

for

*RTC Item #12
February 14, 2019
EAC Item #9
January 31, 2019
Consent*

**INTERLOCAL CONTRACT
LAMB BOULEVARD
CENTENNIAL PARKWAY TO CC-215**

THIS INTERLOCAL CONTRACT made and entered into this 14TH day of February, 2019, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC"

W I T N E S S E T H

WHEREAS, the CITY intends to improve Lamb Boulevard from Centennial Parkway to CC-215, 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, the CITY is requesting funds to commence the engineering and right-of-way for the PROJECT; and

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements to Lamb Boulevard from Centennial Parkway to CC-215. The improvements may include up to six travel lanes, medians, drainage facilities, signage, striping, bridges, traffic control devices, curb, gutter, sidewalks, streetlights, traffic signals, utility relocations, bike lanes, 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 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 \$820,000.00
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$800,000.00
 - b. RIGHT-OF-WAY not to exceed \$20,000.00
 - c. CONSTRUCTION not to exceed \$0.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 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 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

BY: _____
LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
0E6FC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

Date of Council Action: CITY OF NORTH LAS VEGAS

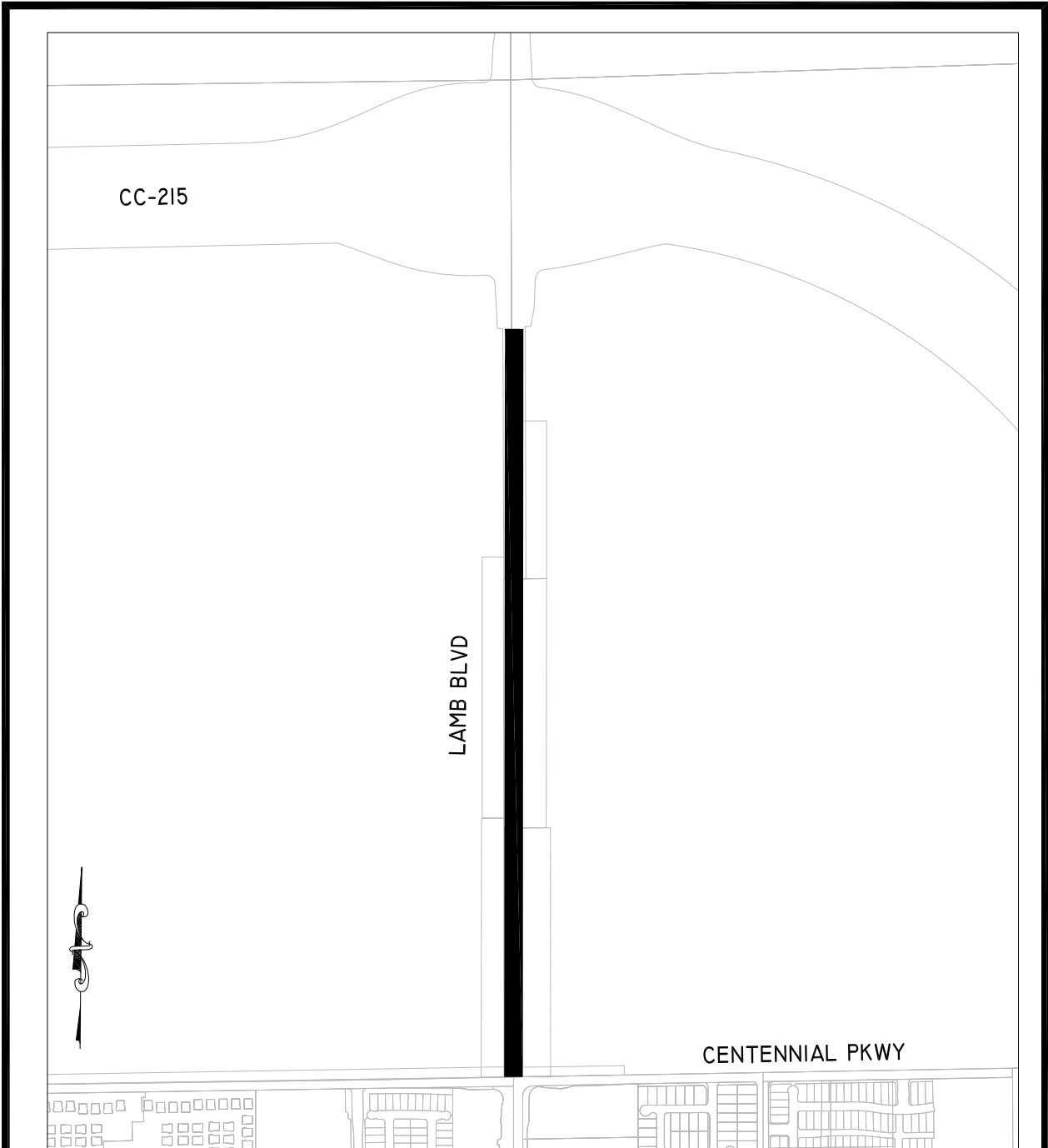
BY: _____
JOHN J. LEE
Mayor

Attest:

CATHERINE A. RAYNOR, MMC
City Clerk

Approved as to Form:

MICAELA RUSTIA MOORE
City Attorney



VICINITY MAP



Beas Community of Choice

DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND CONSTRUCTION SERVICES DIVISION

LAMB BOULEVARD
CENTENNIAL PARKWAY TO CC-215

SCALE: NONE

DRAWING NAME: 10453-VIC.Dwg

DRAWN BY: T. Cochran

DATE: 12/19/2018

SHEET NUMBER 1 OF 1

6498

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**



AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: LONE MOUNTAIN ROAD, DECATUR BOULEVARD TO LOSEE ROAD		
PETITIONER: DALE DAFFERN, P.E., DIRECTOR OF PUBLIC WORKS CITY OF NORTH LAS VEGAS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 165D-FTI2; LONE MOUNTAIN ROAD, DECATUR BOULEVARD TO LOSEE ROAD (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

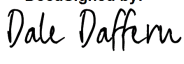
FISCAL IMPACT:

Category	Total Project Cost	Other Funds	RTC Funds		
			Current Request	Previous Report	Total RTC
Construction		\$ -	\$ -	\$ -	\$ -
Engineering	\$ 785,000.00		\$ 785,000.00		\$ 785,000.00
Right-of-Way	\$ 15,000.00		\$ 15,000.00		\$ 15,000.00
Totals	\$ 800,000.00	\$ -	\$ 800,000.00	\$ -	\$ 800,000.00

BACKGROUND:

This interlocal contract applies to the engineering of improvements to Lone Mountain Road from Decatur Boulevard to Losee Road. The improvements may include up to four travel lanes, medians, drainage facilities, and other appurtenances necessary to construct a complete and functional project. These funds will allow the City of North Las Vegas to begin design on this project.

Respectfully submitted,

DocuSigned by:

 5E272F52F7E74CF... for

 DALE DAFFERN, P.E.
 Director of Public Works

RTC Item #13
February 14, 2019
EAC Item #10
January 31, 2019
 Consent

**INTERLOCAL CONTRACT
LONE MOUNTAIN ROAD
DECATUR BOULEVARD TO LOSEE ROAD**

THIS INTERLOCAL CONTRACT made and entered into this 14TH day of February, 2019, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC"

W I T N E S S E T H

WHEREAS, the CITY intends to improve Lone Mountain Road, from Decatur Boulevard to Losee 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, the CITY is requesting funds to commence the engineering and right-of-way for the PROJECT; and

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements to Lone Mountain Road, from Decatur Boulevard to Losee Road. The improvements may include up to four travel lanes, medians, drainage facilities, signage, striping, bridges, traffic control devices, curb, gutter, sidewalks, streetlights, traffic signals, utility relocations, bike lanes, 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 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 \$800,000.00
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$785,000.00
 - b. RIGHT-OF-WAY not to exceed \$15,000.00
 - c. CONSTRUCTION not to exceed \$0.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 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 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

BY: _____
LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
0E6FC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

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:

MICAELA RUSTIA MOORE
City Attorney

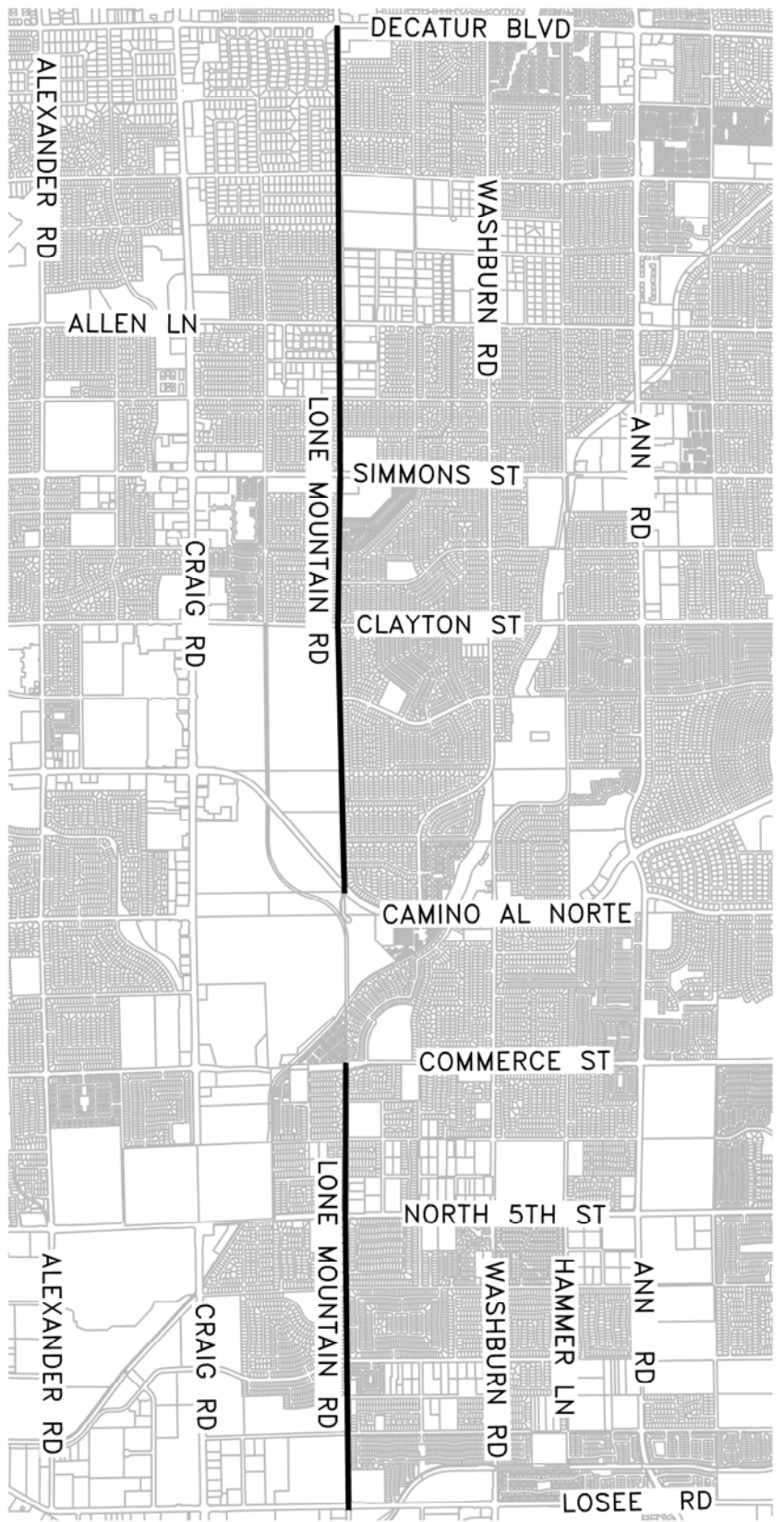


DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND CONSTRUCTION SERVICES DIVISION
 LONE MOUNTAIN ROAD
 DECATUR BOULEVARD TO LOSEE ROAD

SCALE: N.T.S.
 DRAWING NAME: 10507-VIC.DWG
 DRAWN BY: T. COCHRAN
 DATE: 12/18/2018
 SHEET NUMBER 1 OF 1

VICINITY MAP

PHASE 1 - DECATUR BOULEVARD TO CAMINO AL NORTE
 PHASE 2 - COMMERCE STREET TO LOSEE ROAD



6499

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**



AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: WASHBURN ROAD, VALLEY DRIVE TO WILLIS STREET		
PETITIONER: DALE DAFFERN, P.E., DIRECTOR OF PUBLIC WORKS CITY OF NORTH LAS VEGAS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING FOR CITY OF NORTH LAS VEGAS PROJECT 167B-FTI2; WASHBURN ROAD, VALLEY DRIVE TO WILLIS STREET (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

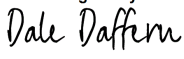
FISCAL IMPACT:

Category	Total Project Cost	Other Funds	RTC Funds		
			Current Request	Previous Report	Total RTC
Construction		\$ -	\$ -	\$ -	\$ -
Engineering	\$ 125,000.00		\$ 125,000.00		\$ 125,000.00
Right-of-Way	\$ -		\$ -		\$ -
Totals	\$ 125,000.00	\$ -	\$ 125,000.00	\$ -	\$ 125,000.00

BACKGROUND:

This interlocal contract applies to the engineering of improvements to Washburn Road from Valley Drive to Willis Street. The improvements may include up to four travel lanes, medians, drainage facilities, and other appurtenances as necessary to construct a complete and functional project. These funds will allow the City of North Las Vegas to begin design on this project.

Respectfully submitted,

DocuSigned by:

 5E272F52F7E74CE
 _____ for
 DALE DAFFERN, P.E.
 Director of Public Works

*RTC Item #14
 February 14, 2019
 EAC Item #11
 January 31, 2019
 Consent*

**INTERLOCAL CONTRACT
WASHBURN ROAD
VALLEY DRIVE TO WILLIS STREET**

THIS INTERLOCAL CONTRACT made and entered into this 14TH day of February 2019, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as "CITY" or "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 CITY intends to improve Washburn Road, from Valley Drive to Willis Street, 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, the City is requesting funds to commence the engineering and right-of-way for the PROJECT; and

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements to Washburn Road, from Valley Drive to Willis Street and Commerce Street to North 5th Street. The improvements may include up to four travel lanes, medians, drainage facilities, signage, striping, bridges, traffic control devices, curb, gutter, sidewalks, streetlights, traffic signals, utility relocations, bike lanes, 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 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 \$125,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$125,000.00
 - 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, 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 is effective as of the date first set forth above:

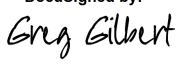
Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

BY: _____
LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:


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GREG GILBERT, Outside General Counsel, RTC

Date of Council Action: CITY OF NORTH LAS VEGAS

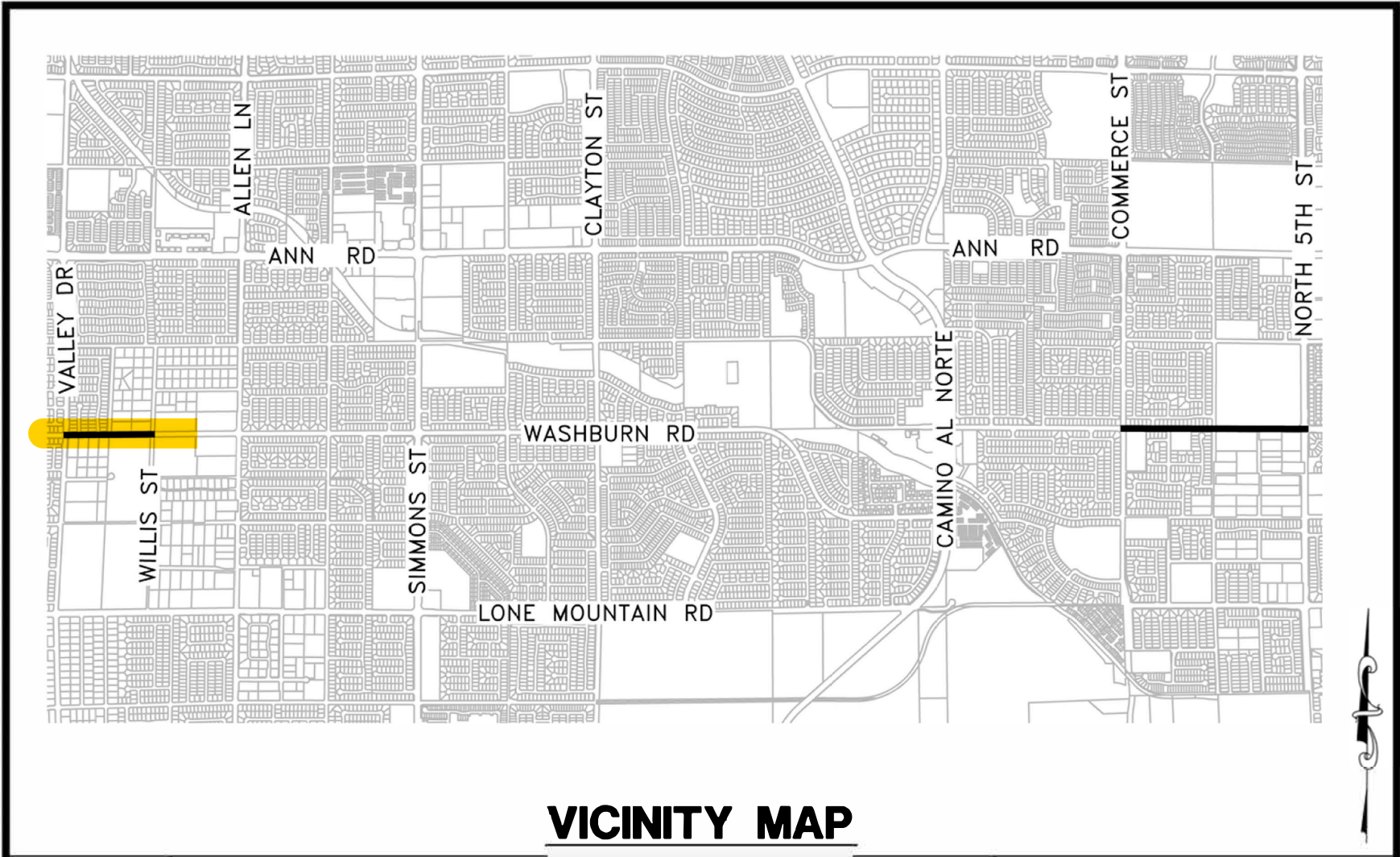
BY: _____
JOHN J. LEE
Mayor

Attest:

CATHERINE A. RAYNOR, MMC
City Clerk

Approved as to Form:

MICAELA RUSTIA MOORE
City Attorney



VICINITY MAP



DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND CONSTRUCTION SERVICES DIVISION
WASHBURN ROAD
VALLEY DR. TO WILLIS ST. AND COMMERCE ST. TO NORTH 5TH ST.

SCALE:	N.T.S.
DRAWING NAME:	10511-VIC.DWG
DRAWN BY:	T. COCHRAN
DATE:	12/18/2018
SHEET NUMBER	1 OF 1

6500

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**



AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: WASHBURN ROAD, COMMERCE STREET TO NORTH 5 TH STREET		
PETITIONER: DALE DAFFERN, P.E., DIRECTOR OF PUBLIC WORKS CITY OF NORTH LAS VEGAS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 167C-FTI2; WASHBURN ROAD, COMMERCE STREET TO NORTH 5TH STREET (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

FISCAL IMPACT:

Category	Total Project Cost	Other Funds	RTC Funds		
			Current Request	Previous Report	Total RTC
Construction		\$ -	\$ -	\$ -	\$ -
Engineering	\$ 125,000.00		\$ 125,000.00		\$ 125,000.00
Right-of-Way	\$ 100,000.00		\$ 100,000.00		\$ 100,000.00
Totals	\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	\$ 225,000.00

BACKGROUND:

This interlocal contract applies to the engineering of improvements to Washburn Road from Commerce Street to North 5th Street. The improvements may include up to four travel lanes, medians, drainage facilities, and other appurtenances as necessary to construct a complete and functional project. These funds will allow the City of North Las Vegas to begin design on this project.

Respectfully submitted,

DocuSigned by:
Dale Daffern
5E272F52F7E74CF...

DALE DAFFERN, P.E.
Director of Public Works

*RTC Item #15
February 14, 2019
EAC Item #12
January 31, 2019
Consent*

**INTERLOCAL CONTRACT
WASHBURN ROAD
COMMERCE STREET TO NORTH 5TH STREET**

THIS INTERLOCAL CONTRACT made and entered into this 14TH day of February 2019, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC"

W I T N E S S E T H

WHEREAS, the CITY intends to improve Washburn Road, from Commerce Street to North 5th Street, 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, the City is requesting funds to commence the engineering and right-of-way for the PROJECT; and

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements to Washburn Road, from Commerce Street to North 5th Street. The improvements may include up to four travel lanes, medians, drainage facilities, signage, striping, bridges, traffic control devices, curb, gutter, sidewalks, streetlights, traffic signals, utility relocations, bike lanes, 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 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 \$225,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$125,000.00
 - b. RIGHT-OF-WAY not to exceed \$100,000.00
 - c. CONSTRUCTION not to exceed \$0.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 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 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

BY: _____
LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
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GREG GILBERT, Outside General Counsel, RTC

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:

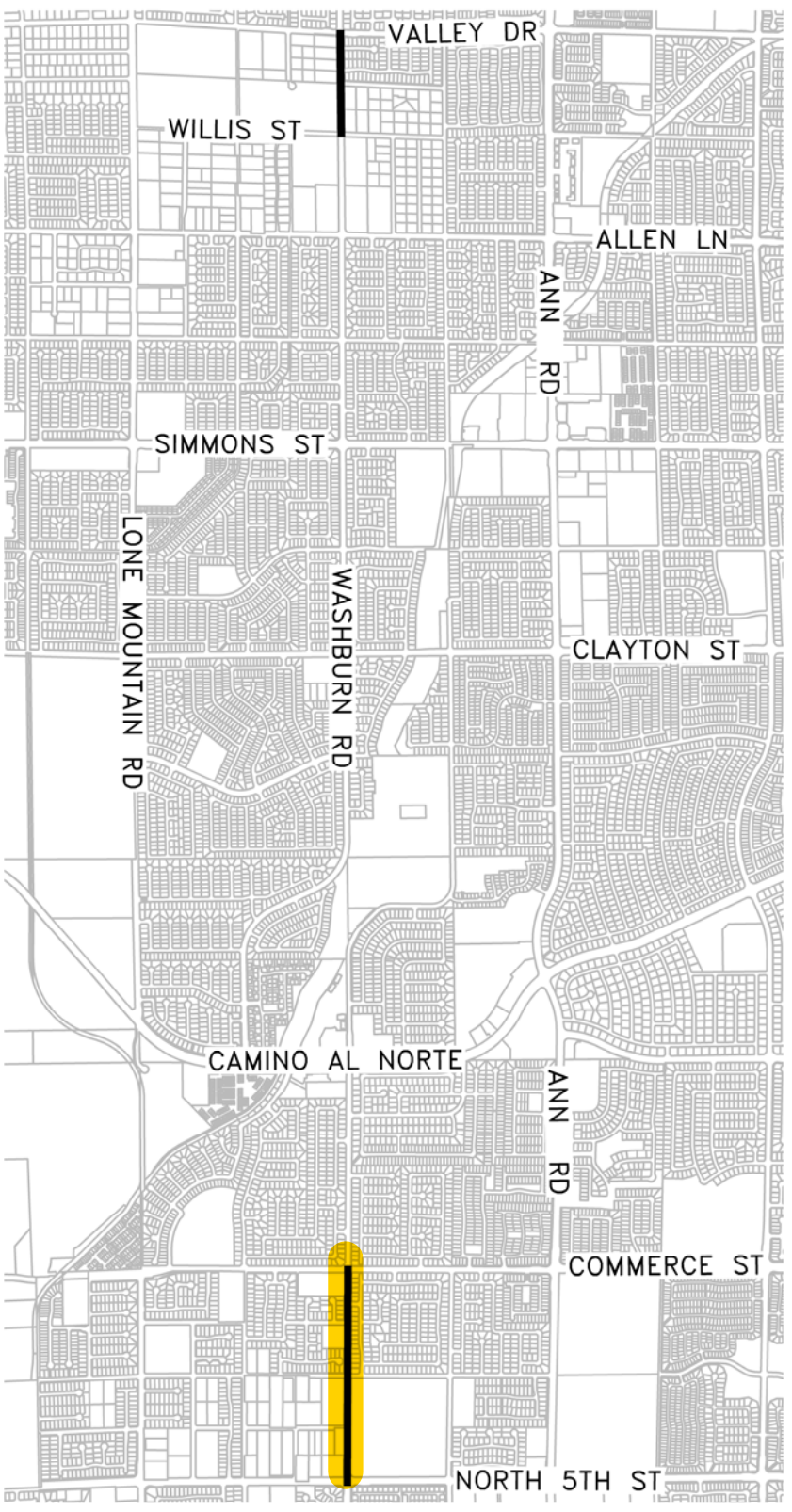
MICAELA RUSTIA MOORE
City Attorney



DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND CONSTRUCTION SERVICES DIVISION
WASHBURN ROAD
VALLEY DR. TO WILLIS ST. AND COMMERCE ST. TO NORTH 5TH ST.

SCALE: N.T.S.
DRAWING NAME: 10511-VIC.DWG
DRAWN BY: T. COCHRAN
DATE: 12/18/2018
SHEET NUMBER 1 OF 1

VICINITY MAP



6494

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**



AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: CENTENNIAL PARKWAY, PECOS ROAD TO LAMB BOULEVARD		
PETITIONER: DALE DAFFERN, P.E., DIRECTOR OF PUBLIC WORKS CITY OF NORTH LAS VEGAS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 170D-FTI2; CENTENNIAL PARKWAY, PECOS ROAD TO LAMB BOULEVARD (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

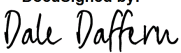
FISCAL IMPACT:

Category	Total Project Cost	Other Funds	RTC Funds		
			Current Request	Previous Report	Total RTC
Construction		\$ -	\$ -	\$ -	\$ -
Engineering	\$ 200,000.00		\$ 200,000.00		\$ 200,000.00
Right-of-Way	\$ 20,000.00		\$ 20,000.00		\$ 20,000.00
Totals	\$ 220,000.00	\$ -	\$ 220,000.00	\$ -	\$ 220,000.00

BACKGROUND:

This interlocal contract applies to the engineering of improvements to Centennial Parkway from Pecos Road to Lamb Boulevard. The improvements may include up to six travel lanes, medians, drainage facilities, and other appurtenances as may be necessary to construct a complete and functional project. These funds will allow the City of North Las Vegas to begin design on this project.

Respectfully submitted,

DocuSigned by:

5E272F52F7E74CF...
 DALE DAFFERN, P.E.
 Director of Public Works

*RTC Item #16
 February 14, 2019
 EAC Item #13
 January 31, 2019
 Consent*

**INTERLOCAL CONTRACT
CENTENNIAL PARKWAY
PECOS ROAD TO LAMB BOULEVARD**

THIS INTERLOCAL CONTRACT made and entered into this 14TH day of February, 2019, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC"

W I T N E S S E T H

WHEREAS, the CITY intends to improve Centennial Parkway, Pecos Road to Lamb Boulevard 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, the CITY is requesting funds to commence the engineering and right-of-way for the PROJECT; and

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements to Centennial Parkway, Pecos Road to Lamb Boulevard. The improvements may include up to six travel lanes, medians, drainage facilities, signage, striping, bridges, traffic control devices, curb, gutter, sidewalks, streetlights, traffic signals, utility relocations, bike lanes, 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 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 \$220,000.00
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$200,000.00
 - b. RIGHT-OF-WAY not to exceed \$20,000.00
 - c. CONSTRUCTION not to exceed \$0.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 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 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

BY: _____
LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
0E6FC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

Date of Council Action: CITY OF NORTH LAS VEGAS

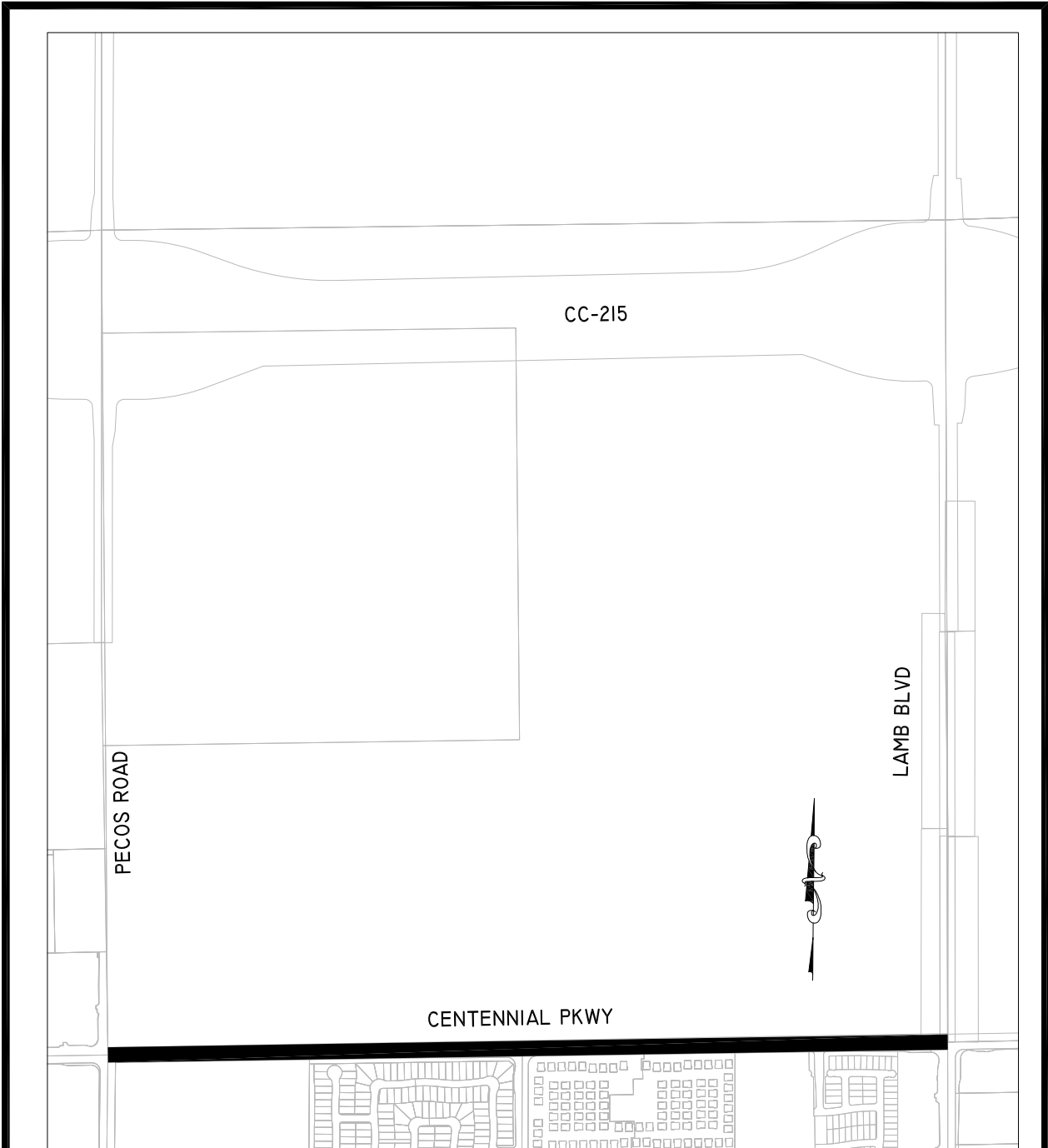
BY: _____
JOHN J. LEE
Mayor

Attest:

CATHERINE A. RAYNOR, MMC
City Clerk

Approved as to Form:

MICAELA RUSTIA MOORE
City Attorney



VICINITY MAP



CITY OF
NORTH LAS VEGAS
Beas Community of Choice

DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND CONSTRUCTION SERVICES DIVISION

CENTENNIAL PARKWAY
PECOS ROAD TO LAMB BOULEVARD

SCALE:	NONE
DRAWING NAME:	10526-VIC.Dwg
DRAWN BY:	T. Cochran
DATE:	12/19/2018
SHEET NUMBER	1 OF 1

6495

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: CRAIG ROAD PEDESTRIAN BRIDGE AT UPPER LAS VEGAS WASH		
PETITIONER: DALE DAFFERN, P.E., DIRECTOR OF PUBLIC WORKS CITY OF NORTH LAS VEGAS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM QUESTION 10 FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 190H-Q10; CRAIG ROAD PEDESTRIAN BRIDGE AT UPPER LAS VEGAS WASH (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

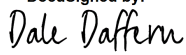
FISCAL IMPACT:

Category	Total Project Cost	Other Funds	RTC Funds		
			Current Request	Previous Report	Total RTC
Construction		\$ -	\$ -	\$ -	\$ -
Engineering	\$ 440,000.00		\$ 440,000.00		\$ 440,000.00
Right-of-Way	\$ 10,000.00		\$ 10,000.00		\$ 10,000.00
Totals	\$ 450,000.00	\$ -	\$ 450,000.00	\$ -	\$ 450,000.00

BACKGROUND:

This interlocal contract applies to the engineering of the Craig Road Pedestrian Bridge at the Upper Las Vegas Wash. The improvements may include pedestrian bridge elements, drainage facilities, and other appurtenances necessary to construct a complete and functional project. These funds will allow the City of North Las Vegas to begin design on this project.

Respectfully submitted,

DocuSigned by:

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 DALE DAFFERN, P.E.
 Director of Public Works

*RTC Item #17
 February 14, 2019
 EAC Item #14
 January 31, 2019
 Consent*

**INTERLOCAL CONTRACT
CRAIG ROAD
PEDESTRIAN BRIDGE AT UPPER LAS VEGAS WASH**

THIS INTERLOCAL CONTRACT made and entered into this 14TH day of February, 2018, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC"

W I T N E S S E T H

WHEREAS, the CITY intends to design and construct a Pedestrian Bridge on Craig Road at the Upper Las Vegas Wash, 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, the CITY is requesting funds to commence the engineering and right-of-way for the PROJECT; and

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to design and construction of a Pedestrian Bridge on Craig Road at the Upper Las Vegas Wash. The improvements may include pedestrian bridge elements, drainage facilities, signage, striping, traffic control devices, curb, gutter, sidewalks, streetlights, utility relocations, and other appurtenances as may be necessary to construct a complete and functional Project. The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide 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 \$450,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$440,000.00
 - b. RIGHT-OF-WAY not to exceed \$10,000.00
 - c. CONSTRUCTION not to exceed \$0.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 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 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

BY: _____
LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
0E6FC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

Date of Council Action: CITY OF NORTH LAS VEGAS

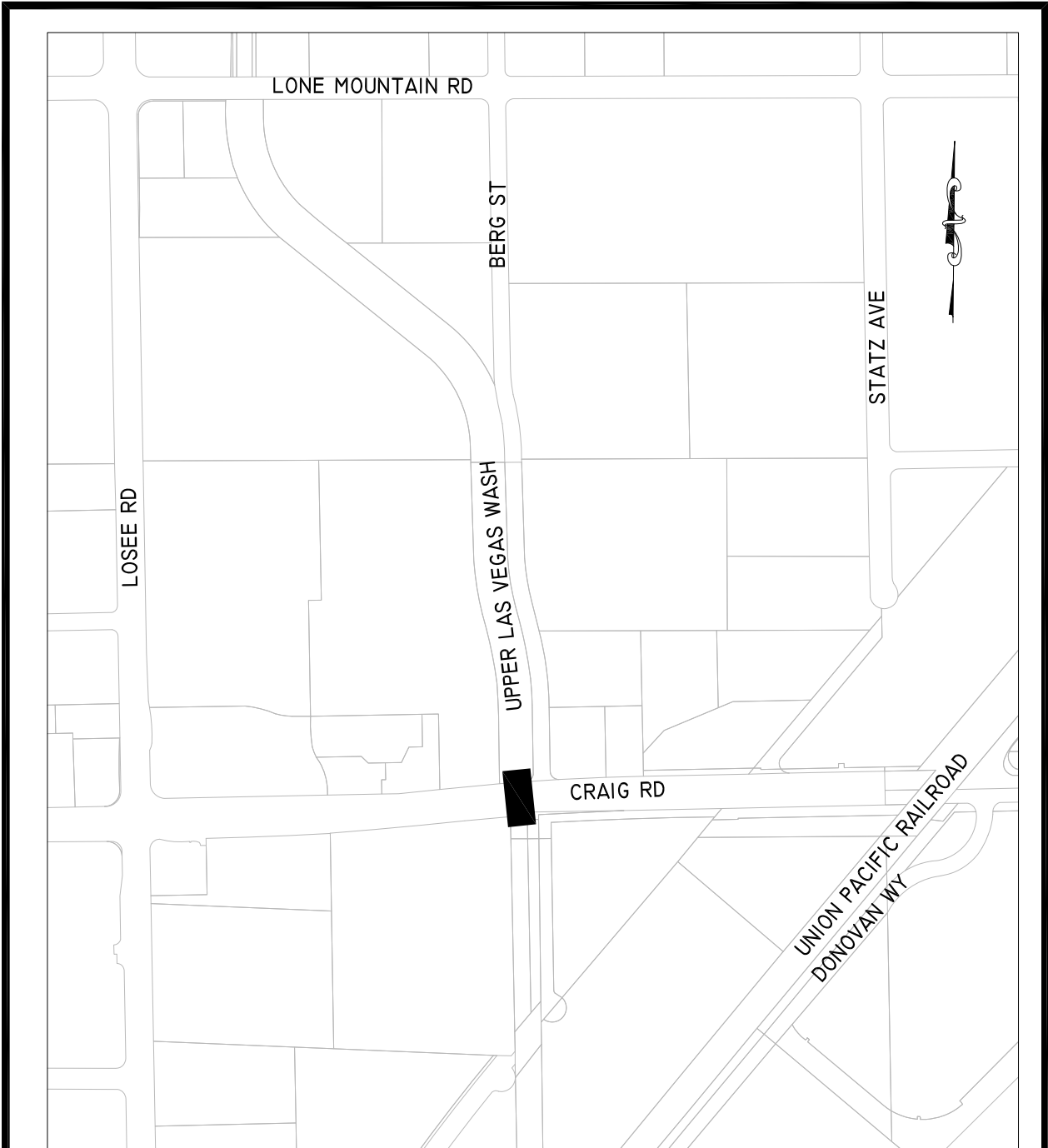
BY: _____
JOHN J. LEE
Mayor

Attest:

CATHERINE A. RAYNOR, MMC
City Clerk

Approved as to Form:

MICAELA RUSTIA MOORE
City Attorney



VICINITY MAP



DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND CONSTRUCTION SERVICES DIVISION

CRAIG ROAD PEDESTRIAN BRIDGE
AT UPPER LAS VEGAS WASH

SCALE:	NONE
DRAWING NAME:	10513-VIC.Dwg
DRAWN BY:	T. Cochran
DATE:	12/19/2018
SHEET NUMBER	1 OF 1

6497

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: COMMERCE STREET, DUCHESS AVENUE TO CHEYENNE AVENUE		
PETITIONER: DALE DAFFERN, P.E., DIRECTOR OF PUBLIC WORKS CITY OF NORTH LAS VEGAS		
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, EXTEND THE PROJECT COMPLETION DATE AND APPROVE A REVISED AUTHORIZATION TO PROCEED FOR CONSTRUCTION, ENGINEERING AND RIGHT-OF-WAY FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF NORTH LAS VEGAS PROJECT 163B-MVFT; COMMERCE STREET, DUCHESS AVENUE TO CHEYENNE AVENUE (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

FISCAL IMPACT:


Category	Total Project Cost	Other Funds	RTC Funds		
			Current Request	Previous Report	Total RTC
Construction	\$1,224,000.00	\$ -	\$ 1,224,000.00	\$0.00	\$ 1,224,000.00
Engineering	\$300,000.00		\$40,000.00	\$250,000.00	\$290,000.00
Right-of-Way	\$20,000.00		\$20,000.00	\$10,000.00	\$30,000.00
Totals	\$1,544,000.00	\$ -	\$ 1,284,000.00	\$ 260,000.00	\$ 1,544,000.00

BACKGROUND:

The Regional Transportation Commission of Southern Nevada entered into an interlocal contract with the City of North Las Vegas on May 18, 2017, that provided funding for design engineering and right-of-way for the subject project.

This First Supplemental Interlocal Contract will increase overall project funding and extend the project completion date to June 30, 2022.

Respectfully submitted,

DocuSigned by:

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 DALE DAFFERN, P.E.
 Director of Public Works

*RTC Item #18
 February 14, 2019
 EAC Item #15
 January 31, 2019
 Consent*

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
COMMERCE STREET – DUCHESS AVENUE TO CHEYENNE AVENUE**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into this 14TH day of February, 2019, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC”

W I T N E S S E T H

WHEREAS, the RTC approved an Interlocal Contract dated May 18, 2017, for improvements to Commerce Street, Duchess Avenue to Cheyenne Avenue hereinafter referred to as “PROJECT,” located wholly within the City of North Las Vegas; and

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

WHEREAS, the CITY wishes to increase total PROJECT funding and extend the project completion date; and

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

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

The RTC agrees to provide 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 \$1,544,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$290,000.00
 - b. RIGHT-OF-WAY not to exceed \$30,000.00
 - c. CONSTRUCTION not to exceed \$1,224,000.00
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

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

The remainder of the Interlocal Contract dated May 18, 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: REGIONAL TRANSPORTATION COMMISSION

BY: _____
LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
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GREG GILBERT, Outside General Counsel, RTC

Date of Council Action: CITY OF NORTH LAS VEGAS

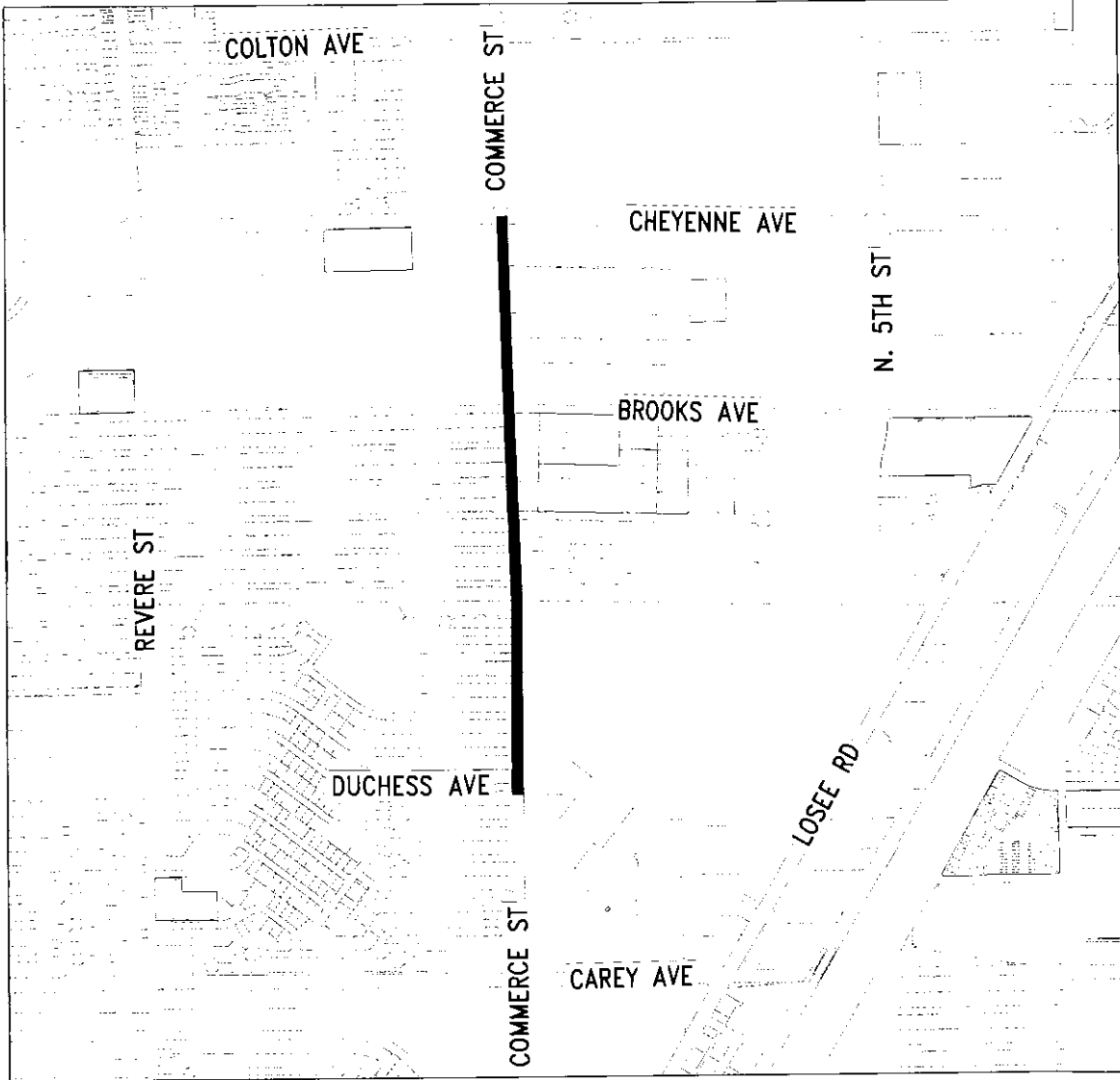
BY: _____
JOHN J. LEE
Mayor

Attest:

CITY CLERK
Catherine A. Raynor, MMC

Approved as to Form:

CITY ATTORNEY
Micaela Rustia Moore



VICINITY MAP



CITY OF
NORTH LAS VEGAS
Your Community of Choice

DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND CONSTRUCTION
SERVICES DIVISION

COMMERCE STREET
DUCHESS AVENUE TO CHEYENNE AVENUE

SCALE:	NONE
DRAWING NAME:	10501--VIC.Dwg
DRAWN BY:	T. Cochran
DATE:	2/16/2017
SHEET NUMBER	1 OF 1

6493

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization [X]	Transit []	Administration and Finance []
SUBJECT: BROOKS AVENUE, NORTH FIFTH STREET TO MARTIN LUTHER KING BOULEVARD		
PETITIONER: DALE DAFFERN, P.E., DIRECTOR CITY OF NORTH LAS VEGAS DEPARTMENT OF PUBLIC WORKS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO EXTEND THE PROJECT COMPLETION DATE FOR CITY OF NORTH LAS VEGAS PROJECT 193A-MVFT; BROOKS AVENUE, NORTH FIFTH STREET TO MARTIN LUTHER KING BOULEVARD (FOR POSSIBLE ACTION)		
GOAL: A. MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

FISCAL IMPACT:

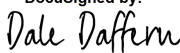
NONE

BACKGROUND:

The Regional Transportation Commission of Southern Nevada entered into an interlocal contract with the City of North Las Vegas on September 8, 2016, that provides funding for design engineering and right-of-way funds for the subject project.

Supplemental Interlocal Contract No. 1 will extend the project completion date to June 30, 2022.

Respectfully submitted,

DocuSigned by:

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 DALE DAFFERN, P.E.
 Director of Public Works

***RTC Item #19
 February 14, 2019
 EAC Item #16
 January 31, 2019
 Consent***

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
BROOKS AVENUE, NORTH FIFTH STREET
TO MARTIN LUTHER KING BOULEVARD**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into this 14TH day of February, 2019, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC"

W I T N E S S E T H

WHEREAS, the RTC approved an Interlocal Contract dated September 8, 2016 for improvements to Brooks Avenue, North Fifth Street to Martin Luther King Boulevard, hereinafter referred to as "PROJECT," located wholly within the City; and

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

WHEREAS, the CITY 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 III: GENERAL; paragraph 6 shall be revised to read as follows:

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

The remainder of the Interlocal Contract dated September 8, 2016 shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract is effective as of the date first set forth above:

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

BY:

LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
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GREG GILBERT, Outside General Counsel, RTC

Date of Council Action:

CITY OF NORTH LAS VEGAS

BY:

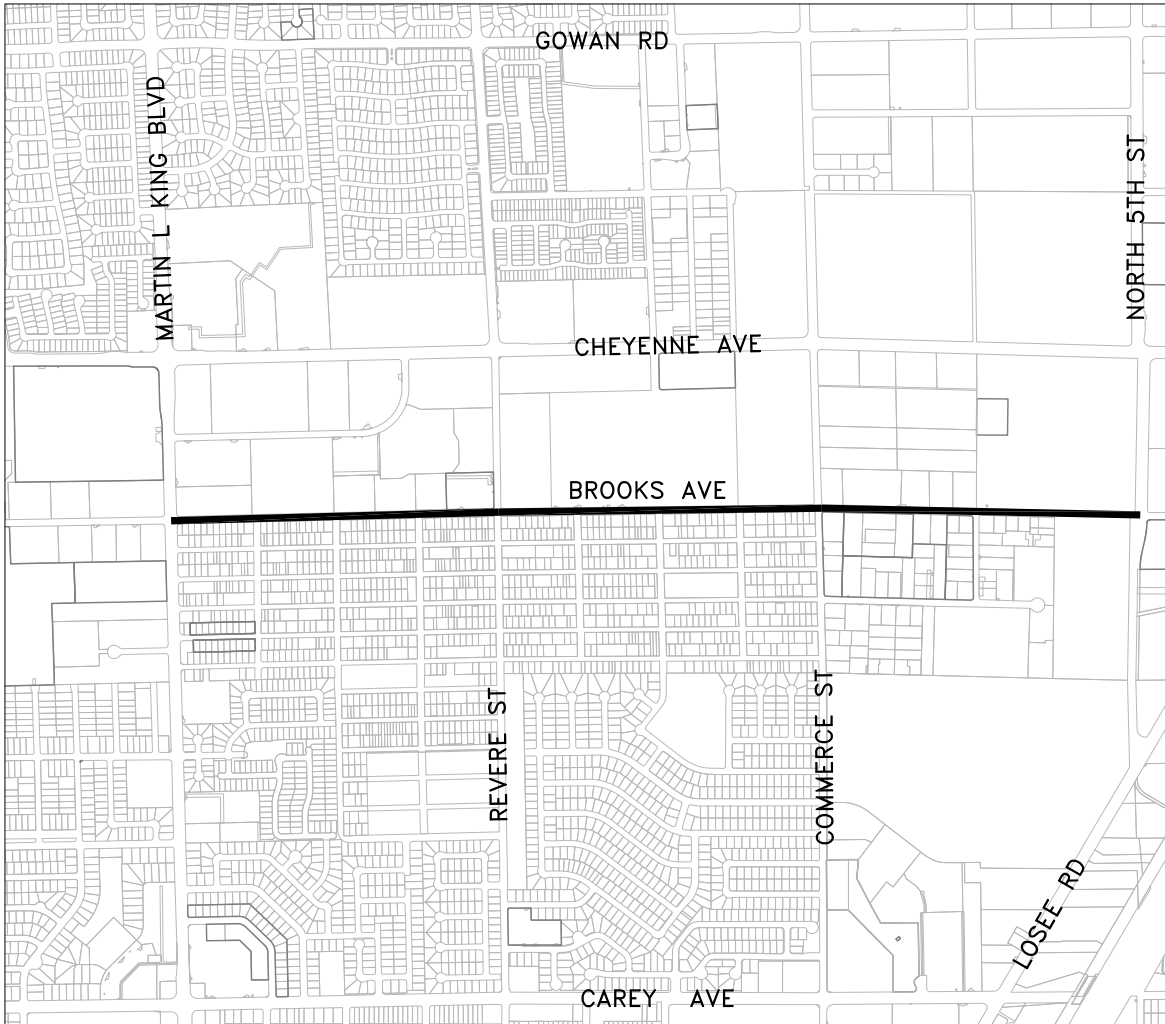
JOHN L. LEE
Mayor

Attest:

CATHERINE A. RAYNOR, MMC
City Clerk

Approved as to Form:

MICAELA RUSTIA MOORE
City Attorney



VICINITY MAP



Beas Community of Choice

**DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND CONSTRUCTION
SERVICES DIVISION**

**BROOKS AVENUE
MARTIN L. KING BLVD TO NORTH 5TH STREET**

SCALE: NONE

DRAWING NAME: Brooks Avenue.Dwg

DRAWN BY: T. Cochran

DATE: 11/30/2015

SHEET NUMBER 1 OF 1

6503

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**



AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/> [X]	Transit <input type="checkbox"/> []	Administration and Finance <input type="checkbox"/> []
SUBJECT: 2016-17 STREET RECONSTRUCTION		
PETITIONER: JIM KEANE, P.E., CITY ENGINEER CITY OF BOULDER CITY		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 2 TO INCREASE TOTAL PROJECT FUNDING AND APPROVE AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING DIRECT DISTRIBUTION FUNDS FOR CONSTRUCTION AND ENGINEERING FOR CITY OF BOULDER CITY PROJECT 060AY-FTI; 2016-17 STREET RECONSTRUCTION (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

FISCAL IMPACT:

CATEGORY	TOTAL PROJECT COST	OTHER FUNDS	RTC FUNDS		
			CURRENT REQUEST	PREVIOUS REQUEST	TOTAL RTC FUNDS
CONSTRUCTION	\$ 1,200,000.00	\$ -	\$ 90,000.00	\$ 1,110,000.00	\$ 1,200,000.00
ENGINEERING	\$ 190,000.00	\$ -	\$ 45,000.00	\$ 145,000.00	\$ 190,000.00
RIGHT-OF-WAY		\$ -	\$ -	\$ -	
TOTALS	\$ 1,390,000.00	\$ -	\$ 135,000.00	\$ 1,255,000.00	\$ 1,390,000.00

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) approved an Interlocal Contract on February 9, 2017, to provide funding for design, construction and construction management for the subject project. Supplemental Interlocal No. 1 to extend the project completion date was approved on May 24, 2018. The City of Boulder City requests approval of this Supplemental Interlocal No. 2 to increase total project funding as depicted in the Fiscal Impact section.

Respectfully submitted,

DocuSigned by:
Jim Keane
A09D1E6541CF434...

JIM KEANE, P.E.
City Engineer

*RTC Item #20
February 14, 2019
EAC Item #17
January 31, 2019
Consent*

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
2016-17 STREET RECONSTRUCTION**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into this 14TH day of February, 2019, by and between the CITY OF BOULDER CITY, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC”

WITNESSETH

WHEREAS, the RTC approved an Interlocal Contract dated February 9, 2017 and supplemental interlocal contracts dated May 24, 2018 for improvements to 2016-17 Street Reconstruction, hereinafter referred to as “PROJECT,” located wholly within the CITY OF BOULDER CITY; and

WHEREAS, the RTC previously granted “Authorization to Proceed” for design 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 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 \$1,390,000.
2. Authorizations to Proceed (ATP) will be granted as follows:
 - a. ENGINEERING not to exceed \$190,000
 - b. RIGHT-OF-WAY not to exceed \$0.00
 - c. CONSTRUCTION not to exceed \$1,200,000
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.

The remainder of the Interlocal Contract dated February 9, 2017 and supplemental interlocal contract dated May 24, 2018, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above:

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

BY:

LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
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GREG GILBERT, Outside General Counsel, RTC

Date of Council Action:

CITY OF BOULDER CITY

BY:

RODNEY WOODBURY, Mayor

Attest:

LORENE KRUMM
City Clerk

Approved as to Form:

STEVE MORRIS, City Attorney

6492

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**



AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: BEST BID		
PETITIONER: MIKE JANSSEN, DIRECTOR CITY OF LAS VEGAS PUBLIC WORKS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING 1 FUNDS FOR CITY OF LAS VEGAS PROJECT 179A-FTI; 6TH STREET, BRIDGER AVENUE TO STEWART AVENUE (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

FISCAL IMPACT:


Project No.	Engineer's Estimate	Bid Amount		
		Other Funds	RTC Funds	Total
	\$ 5,545,464.58			
179A-FTI		\$ -	\$ 5,977,131.57	\$ 5,977,131.57
City of Las Vegas		\$ 922,868.43	\$ -	\$ 922,868.43
	\$ 5,545,464.58	\$ 922,868.43	\$ 5,977,131.57	\$ 6,900,000.00

BACKGROUND:

On November 15, 2018, bids were opened for City of Las Vegas project, 6th Street, Bridger Avenue to Stewart Avenue. One bid was received for \$6,900,000.00. The recommended best bid is to Las Vegas Paving Corporation, with a bid amount of \$6,900,000.00, which is 24 percent above the engineer's estimate. A tabulation of bids is attached.

Notice to proceed is anticipated for February 2019 with an estimated substantial completion date of November 2019.

Respectfully submitted,

DocuSigned by:

 266A9F0F986B429... for
 MIKE JANSSEN
 Director of Public Works

**RTC Item #21
February 14, 2019
EAC Item #18
January 31, 2019
Consent**



BID ABSTRACT
18.53510-DD 6th Street Pedestrian & Bicycle Improvements
Bid Date: 11/15/18

				Las Vegas Paving Corporation					
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
105.01	CONTRACTOR QUALITY CONTROL	1	LS	\$143,856.70	\$143,856.70		\$0.00		\$0.00
107.01	PUBLIC OUTREACH PROGRAM	1	FA	\$25,000.00	\$25,000.00		\$0.00		\$0.00
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	30	DAY	\$1.00	\$30.00		\$0.00		\$0.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	30	DAY	\$1.00	\$30.00		\$0.00		\$0.00
110.01	TRAINING	1500	HR	\$1.40	\$2,100.00		\$0.00		\$0.00
200.01	MOBILIZATION AND DEMOBILIZATION	1	LS	\$243,000.00	\$243,000.00		\$0.00		\$0.00
202.01	REMOVAL OF ASPHALT PAVEMENT	10167	SY	\$18.70	\$190,127.06		\$0.00		\$0.00
202.02	REMOVAL OF SIDEWALK AND RAMPS	41054	SF	\$1.80	\$73,897.20		\$0.00		\$0.00
202.03	REMOVAL OF CONCRETE CROSS GUTTER	1156	SF	\$7.50	\$8,670.00		\$0.00		\$0.00
202.04	REMOVAL OF "L" TYPE CURB AND GUTTER	3546	LF	\$9.00	\$31,914.00		\$0.00		\$0.00
202.05	ROTO-MILLING (1/2-INCH)	1989	SY	\$3.00	\$5,966.67		\$0.00		\$0.00
202.06	REMOVAL OF TRAFFIC SIGN, POST & FOUNDATION	64	EA	\$45.00	\$2,880.00		\$0.00		\$0.00
202.07	REMOVE TREE	2	EA	\$2,700.00	\$5,400.00		\$0.00		\$0.00
202.08	REMOVE AND SALVAGE STREETLIGHT ASSEMBLY	22	EA	\$475.00	\$10,450.00		\$0.00		\$0.00
202.09	RELOCATE NEWSRACK	4	EA	\$155.00	\$620.00		\$0.00		\$0.00
202.10	RELOCATE PARKING METER PEDESTAL	11	EA	\$110.00	\$1,210.00		\$0.00		\$0.00
202.11	REMOVAL OF TRASH BIN	11	EA	\$335.00	\$3,685.00		\$0.00		\$0.00
203.01	ENGINEERED SOIL MIX	1695	CY	\$325.00	\$550,875.00		\$0.00		\$0.00
212.01	48-INCH BOX TREE IN WELL	73	EA	\$5,000.00	\$365,000.00		\$0.00		\$0.00
213.01	DRIP IRRIGATION SYSTEM	1	LS	\$210,000.00	\$210,000.00		\$0.00		\$0.00
271.01	TRIAxIAL GEO-GRID PAVEMENT STRUCTURE REINFORCEMENT	14681	SY	\$6.20	\$91,020.13		\$0.00		\$0.00
302.01	TYPE II AGGREGATE BASE	931	CY	\$84.00	\$78,196.74		\$0.00		\$0.00
304.01	MIX DESIGN FOR ASPHALT EMULSION AGGREGATE BASE STABILIZATION	1	LS	\$5,000.00	\$5,000.00		\$0.00		\$0.00
402.01	(4-INCH) PLANTMIX BITUMINOUS SURFACE	8378	SY	\$25.00	\$209,455.56		\$0.00		\$0.00
413.01	1-INCH UTACS BONDED WITH A PMM, S3 GRADATION	9329	SY	\$8.00	\$74,633.78		\$0.00		\$0.00



BID ABSTRACT
18.53510-DD 6th Street Pedestrian & Bicycle Improvements
Bid Date: 11/15/18

				Las Vegas Paving Corporation					
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
603.01	(18-INCH) REINFORCED CONCRETE PIPE (CLASS IV)	833	LF	\$305.00	\$254,065.00		\$0.00		\$0.00
609.01	(48-INCH) TYPE 1 STORM DRAIN MANHOLE	4	EA	\$10,300.00	\$41,200.00		\$0.00		\$0.00
609.02	(5-FOOT) MODIFIED TYPE A DROP INLET	2	EA	\$26,000.00	\$52,000.00		\$0.00		\$0.00
613.01	TYPE L CURB AND GUTTER	2348	LF	\$46.00	\$108,008.00		\$0.00		\$0.00
613.02	CONCRETE SIDEWALK, RAMPS AND PARKING	32832	SF	\$11.00	\$361,152.00		\$0.00		\$0.00
613.03	DECORATIVE CONCRETE COMMERCIAL DRIVEWAY	5715	SF	\$14.30	\$81,724.50		\$0.00		\$0.00
613.04	DECORATIVE CONCRETE ALLEY DRIVEWAY	1557	SF	\$17.00	\$26,469.00		\$0.00		\$0.00
613.05	CONCRETE CROSS GUTTER	4254	SF	\$19.20	\$81,676.80		\$0.00		\$0.00
613.06	SIDEWALK UNDERDRAIN	113	LF	\$500.00	\$56,500.00		\$0.00		\$0.00
613.07	CITY PAVERS	17550	SF	\$22.25	\$390,487.50		\$0.00		\$0.00
613.08	CONCRETE AND PAVER CROSSWALK	4996	SF	\$25.00	\$124,900.00		\$0.00		\$0.00
614.01	CURB PAINTING	1619	LF	\$1.20	\$1,942.56		\$0.00		\$0.00
622.01	CONSTRUCTION SURVEYING	1	LS	\$60,000.00	\$60,000.00		\$0.00		\$0.00
623.01	TRAFFIC SIGNAL INSTALLATION AT 6TH STREET AND BRIDGER AVENUE	1	LS	\$155,000.00	\$155,000.00		\$0.00		\$0.00
623.02	TRAFFIC SIGNAL REMOVAL AND INSTALLATION AT 6TH STREET AND OGDEN AVENUE	1	LS	\$235,000.00	\$235,000.00		\$0.00		\$0.00
623.03	TRAFFIC SIGNAL INSTALLATION AT 6TH STREET AND CARSON AVENUE	1	LS	\$228,500.00	\$228,500.00		\$0.00		\$0.00
623.04	TRAFFIC SIGNAL UNDERGROUNDS AT 6TH STREET AND STEWART AVENUE	1	LS	\$120,000.00	\$120,000.00		\$0.00		\$0.00
623.05	160W/110W DOUBLE-ARM LED STREETLIGHT ASSEMBLY AND FOUNDATION	23	EA	\$10,500.00	\$241,500.00		\$0.00		\$0.00
623.06	NO. 7 STREETLIGHT PULLBOX	10	EA	\$550.00	\$5,500.00		\$0.00		\$0.00
623.07	2-INCH PVC STREETLIGHT CONDUIT W/ 2-#4, 2-#6 THW, 1-#8GND THW	3888	LF	\$14.30	\$55,598.40		\$0.00		\$0.00
623.08	RELOCATE PEDESTRIAN CROSSWALK FLASHERS	1	LS	\$6,100.00	\$6,100.00		\$0.00		\$0.00
623.09	P-30 FIBER OPTIC PULLBOX (ITS)	15	EA	\$1,215.00	\$18,225.00		\$0.00		\$0.00
623.10	4-INCH CLV FIBER OPTIC CONDUIT WITH TRACE WIRE & PULLSTRING	5702	LF	\$5.50	\$31,363.20		\$0.00		\$0.00
623.11	4-INCH CLV FIBER OPTIC CONDUIT WITH 6-CELL FABRIC INNERDUCT	5299	LF	\$11.50	\$60,940.80		\$0.00		\$0.00
623.12	4-INCH INTERCONNECT CONDUIT WITH 6 PR REA-PE-39 NO. 22 AWG	2892	LF	\$11.50	\$33,258.00		\$0.00		\$0.00



BID ABSTRACT
 18.53510-DD 6th Street Pedestrian & Bicycle Improvements
 Bid Date: 11/15/18

				Las Vegas Paving Corporation					
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
623.13	TYPE 200 SPLICE VAULT (CLV)	5	EA	\$5,000.00	\$25,000.00		\$0.00		\$0.00
623.14	TYPE 200 SPLICE VAULT (ITS)	3	EA	\$4,900.00	\$14,700.00		\$0.00		\$0.00
623.15	200 AMP SERVICE PEDESTAL AND FOUNDATION	5	EA	\$5,600.00	\$28,000.00		\$0.00		\$0.00
623.16	ALLEY COLUMN LIGHT FIXTURE ASSEMBLY AND FOUNDATION	14	EA	\$4,200.00	\$58,800.00		\$0.00		\$0.00
623.17	ADJUST FIBER OPTIC PULL BOX TO GRADE	7	EA	\$300.00	\$2,100.00		\$0.00		\$0.00
623.18	P-30 FIBER OPTIC PULLBOX (CLV)	21	EA	\$1,000.00	\$21,000.00		\$0.00		\$0.00
623.19	2-INCH PVC CONDUIT W/ 4-#12 THW & 1-#12 GND	419	LF	\$11.50	\$4,816.20		\$0.00		\$0.00
623.20	INSTALL 4-#10 THW & 1-#10 GND THROUGH EXIST CONDUIT	394	LF	\$3.25	\$1,279.20		\$0.00		\$0.00
623.21	2-INCH PVC CONDUIT WITH TRACE WIRE & PULLSTRING	663	LF	\$9.00	\$5,967.00		\$0.00		\$0.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	1	LS	\$150,000.00	\$150,000.00		\$0.00		\$0.00
627.01	PERMANENT SIGN POST AND FOUNDATION (GROUND MOUNTED)	37	EA	\$145.00	\$5,365.00		\$0.00		\$0.00
627.02	PERMANENT SIGN MOUNTED TO STREETLIGHT OR TRAFFIC POLE	39	EA	\$145.00	\$5,655.00		\$0.00		\$0.00
627.03	SUPPLEMENTAL SIGN PANEL	18	EA	\$145.00	\$2,610.00		\$0.00		\$0.00
628.01	TYPE I CENTERLINE (POLYUREA)	1556	LF	\$2.20	\$3,423.20		\$0.00		\$0.00
628.02	TYPE I CENTERLINE (RPM)	49	LF	\$4.00	\$194.00		\$0.00		\$0.00
628.03	TYPE 4 LANELINE (RPM)	62	LF	\$1.00	\$62.00		\$0.00		\$0.00
628.04	6-INCH SOLID WHITE LINE (THERMOPLASTIC)	5215	LF	\$4.00	\$20,860.40		\$0.00		\$0.00
628.05	24-INCH SOLID WHITE LINE (THERMOPLASTIC)	196	LF	\$17.50	\$3,430.00		\$0.00		\$0.00
628.06	4-INCH SOLID WHITE LINE (POLYUREA)	596	LF	\$2.50	\$1,490.00		\$0.00		\$0.00
628.07	PREFORMED GREEN BIKE LANE (THERMOPLASTIC)	3133	LF	\$32.50	\$101,822.50		\$0.00		\$0.00
628.08	PREFORMED PANEL FOR BIKE LANE LEGENDS (THERMOPLASTIC)	16	EA	\$650.00	\$10,400.00		\$0.00		\$0.00
628.09	LIQUID PAVEMENT MARKINGS FOR ACCESSIBLE PARKING AND LOADING	304	SF	\$5.50	\$1,672.00		\$0.00		\$0.00
629.01	ABANDON WATERLINE	2015	LF	\$10.80	\$21,762.00		\$0.00		\$0.00
629.02	REMOVE FIRE HYDRANT	3	EA	\$2,430.00	\$7,290.00		\$0.00		\$0.00
629.03	ABANDON WATER VALVE	13	EA	\$650.00	\$8,450.00		\$0.00		\$0.00



BID ABSTRACT
 18.53510-DD 6th Street Pedestrian & Bicycle Improvements
 Bid Date: 11/15/18

				Las Vegas Paving Corporation					
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
629.04	CUT-IN VALVE AND CONNECT TO EXISTING WATERLINE (8-INCH)	2	EA	\$5,800.00	\$11,600.00		\$0.00		\$0.00
629.05	CUT-IN VALVE AND CONNECT TO EXISTING WATERLINE (12-INCH)	4	EA	\$19,000.00	\$76,000.00		\$0.00		\$0.00
629.06	C900 PVC WATERLINE (6-INCH)	220	LF	\$130.00	\$28,600.00		\$0.00		\$0.00
629.07	C900 PVC WATERLINE WITH PAVEMENT REPLACEMENT (8-INCH)	413	LF	\$180.00	\$74,340.00		\$0.00		\$0.00
629.08	C900 PVC WATERLINE (8-INCH)	483	LF	\$150.00	\$72,450.00		\$0.00		\$0.00
629.09	C900 PVC WATERLINE (12-INCH)	1230	LF	\$150.00	\$184,500.00		\$0.00		\$0.00
629.10	GATE VALVE (6-INCH)	6	EA	\$2,100.00	\$12,600.00		\$0.00		\$0.00
629.11	GATE VALVE (8-INCH)	7	EA	\$2,550.00	\$17,850.00		\$0.00		\$0.00
629.12	GATE VALVE (12-INCH)	13	EA	\$3,500.00	\$45,500.00		\$0.00		\$0.00
629.13	FIRE HYDRANT ASSEMBLY AND GATE VALVE	3	EA	\$5,900.00	\$17,700.00		\$0.00		\$0.00
629.14	IRRIGATION WATER SERVICE CONNECTION	2	EA	\$8,250.00	\$16,500.00		\$0.00		\$0.00
629.15	ALLEY IRRIGATION SERVICE	2	EA	\$8,250.00	\$16,500.00		\$0.00		\$0.00
629.16	RE-CONNECT EXISTING WATER SERVICE CONNECTION	5	EA	\$4,900.00	\$24,500.00		\$0.00		\$0.00
629.17	2-INCH MANUAL BLOW-OFF ASSEMBLY	6	EA	\$2,250.00	\$13,500.00		\$0.00		\$0.00
629.18	VERTICALLY ADJUST WATER VALVE COVER	3	EA	\$800.00	\$2,400.00		\$0.00		\$0.00
629.19	VERTICALLY ADJUST WATER METER BOX	7	EA	\$550.00	\$3,850.00		\$0.00		\$0.00
629.20	VERTICALLY ADJUST WATER VAULT	13	EA	\$1,350.00	\$17,550.00		\$0.00		\$0.00
630.01	ADJUST SANITARY SEWER MANHOLE TO GRADE	6	EA	\$2,000.00	\$12,000.00		\$0.00		\$0.00
630.02	ADJUST SANITARY SEWER CLEANOUT TO GRADE	1	EA	\$760.00	\$760.00		\$0.00		\$0.00
630.03	REMOVE AND REPLACE MANHOLE CONE AND ADJUST SANITARY SEWER MANHOLE TO GRADE	1	EA	\$7,900.00	\$7,900.00		\$0.00		\$0.00
637.01	DUST CONTROL	1	LS	\$113,207.63	\$113,207.63		\$0.00		\$0.00
637.02	NPDES DISCHARGE PERMIT	1	LS	\$10,500.00	\$10,500.00		\$0.00		\$0.00
670.01	NO. 7 OUTLET PULLBOX	31	EA	\$715.00	\$22,165.00		\$0.00		\$0.00
670.02	TREE PIT OUTLET	73	EA	\$320.00	\$23,360.00		\$0.00		\$0.00
670.03	3/4-INCH PVC CONDUIT W/ 3-#10 THW	3019	LF	\$12.50	\$37,740.63		\$0.00		\$0.00



BID ABSTRACT
18.53510-DD 6th Street Pedestrian & Bicycle Improvements
Bid Date: 11/15/18

				Las Vegas Paving Corporation					
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
670.04	1-1/4-INCH PVC CONDUIT W/ 4-#8 THW	4421	LF	\$11.00	\$48,634.30		\$0.00		\$0.00
670.05	1-1/4-INCH PVC CONDUIT W/ 3-#8 THW FOR ALLEY LIGHTING	662	LF	\$10.50	\$6,955.20		\$0.00		\$0.00
671.01	ADJUST SOUTHWEST GAS VALVE TO GRADE	1	EA	\$1,300.00	\$1,300.00		\$0.00		\$0.00
671.02	ADJUST COMMUNICATION MANHOLE TO GRADE	8	EA	\$2,000.00	\$16,000.00		\$0.00		\$0.00
671.03	NV ENERGY WORK	1	LS	\$37,000.00	\$37,000.00		\$0.00		\$0.00
671.04	ADJUST UTILITY VAULT TO GRADE	6	EA	\$1,200.00	\$7,200.00		\$0.00		\$0.00
680.01	ITS FIBER OPTIC CABLE (72-STRAND)	2921	LF	\$3.20	\$9,346.56		\$0.00		\$0.00
680.02	CLV FIBER OPTIC CABLE (72-STRAND)	2598	LF	\$3.20	\$8,313.60		\$0.00		\$0.00
681.01	UNDERGROUND SPLICE ENCLOSURE (TRAFFIC SIGNAL)	3	EA	\$500.00	\$1,500.00		\$0.00		\$0.00
681.02	COMMUNICATION DISTRIBUTION CABLE ASSEMBLY (CDCA) AND PERMANENT FIBER SPLICING (TRAFFIC)	3	EA	\$3,400.00	\$10,200.00		\$0.00		\$0.00
681.03	UNDERGROUND SPLICE ENCLOSURE (CLV)	4	EA	\$500.00	\$2,000.00		\$0.00		\$0.00
681.04	COMMUNICATION DISTRIBUTION CABLE ASSEMBLY (CDCA) AND PERMANENT FIBER SPLICING (CLV)	4	EA	\$3,600.00	\$14,400.00		\$0.00		\$0.00
684.01	LAYER 2 FIELD-HARDENED ETHERNET SWITCH	3	EA	\$2,500.00	\$7,500.00		\$0.00		\$0.00
684.02	CLV INNOVATION ETHERNET SWITCH	4	EA	\$26,600.00	\$106,400.00		\$0.00		\$0.00
684.03	CLV POLE-MOUNTED TELECOM CABINET & POWER SUPPLY	4	EA	\$4,200.00	\$16,800.00		\$0.00		\$0.00
685.01	VIDEO ENCODER	3	EA	\$1,500.00	\$4,500.00		\$0.00		\$0.00
687.01	CCTV FIELD EQUIPMENT	3	EA	\$9,500.00	\$28,500.00		\$0.00		\$0.00
699.01	TRASH RECEPTACLE	18	EA	\$2,200.00	\$39,600.00		\$0.00		\$0.00
TOTAL BASE BID AMOUNT				\$6,900,000.00		\$0.00		\$0.00	
% Greater than Lowest Responsive & Responsible Bidder						-100.00%			
Certificate of Eligibility Submitted				YES					
Bidder's Preference Received				YES					
Responsive Bidder				YES					
Responsible Bidder				YES					
Engineer's Estimate: \$ 5,520,000									



				Las Vegas Paving Corporation					
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price

Award recommended to LAS VEGAS PAVING CORPORATION in the amount of \$6,900,000.00 by:

Department Director or Designee: Allen Favelka Date: 11-29-18

Purchasing & Contracts Representative: [Signature] Date: 12/6/18

Quality Assurance Administrator: [Signature] Date: 12/6/18

4192

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: PROJECT FINANCIAL AND STATUS REPORTS		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA RECEIVE NOTIFICATION THAT THE MONTHLY ENTITY PROJECT FINANCIAL AND STATUS REPORTS HAVE BEEN POSTED TO THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA WEBSITE (FOR POSSIBLE ACTION)		
GOAL: E. ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

None

BACKGROUND:

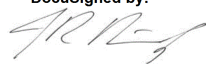
The Direct Distribution balances and the Motor Vehicle Fuel Tax and Question 10 financial reports have been posted to the Regional Transportation Commission of Southern Nevada website. The following monthly status reports are also available on the website:

- Clark County
- City of Las Vegas
- City of North Las Vegas
- City of Henderson
- City of Boulder City
- City of Mesquite

<http://www.rtcnv.com/planning-engineering/streets-highways/>

Nevada Department of Transportation project information available at <http://www.nevadadot.com/projects/>

Respectfully submitted,

DocuSigned by:

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 JOHN R. PENUELAS, JR., P.E.
 Director of Engineering Services - Streets and Highways

RTC Item #22
February 14, 2019
EAC Item #19
January 31, 2019
Consent

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: CAPITAL PROJECT TRACKING AND PROJECT ACTIVITY STATUS REPORTS		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
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:

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

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

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

Respectfully submitted,

DocuSigned by:

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CRAIG RABORN
Director of Metropolitan Planning Organization

**RTC Item #23
February 14, 2019
Consent**

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: SAFETY PERFORMANCE MEASURE TARGETS		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADOPT NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) 2019 SAFETY PERFORMANCE MEASURE TARGETS (FOR POSSIBLE ACTION)		
GOAL: INCREASE SAFETY FOR BOTH MOTORIZED AND NON-MOTORIZED USERS		

FISCAL IMPACT:

None by this action

BACKGROUND:

Per federal regulations described in the Fixing America’s Surface Transportation Act (FAST Act) and 23 CFR 490.209(c), states and metropolitan areas must comply with rules related to transportation performance management (TPM). The Nevada Department of Transportation (NDOT) set statewide targets for: number of fatalities; fatality rate; number of serious injuries; serious injury rate; and number of non-motorized fatalities and serious injuries.

In its capacity as the metropolitan planning organization, the Regional Transportation Commission of Southern Nevada (RTC) must also set targets of its own or agree to support the targets established by the state. For 2019, RTC staff participated in a coordinated process with NDOT, the Federal Highway Administration, and the state’s other metropolitan planning organizations to develop NDOT’s statewide targets. These targets would reduce the five-year averages for each of the required safety performance measures.

Respectfully submitted,

DocuSigned by:

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CRAIG RABORN
Director of Metropolitan Planning Organization

RTC Item #24
February 14, 2019
Consent

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Regional Transportation Commission
AGENDA ITEM DEVELOPMENT REPORT

Agenda Item Recommendation (as submitted):

THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADOPT NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) 2019 SAFETY PERFORMANCE MEASURE TARGETS (FOR POSSIBLE ACTION)

Agenda Item Requested by: Regional Transportation Commission

Date: 01/31/19

Staff

Discussion: Federal Highway Administration (FHWA) defines Transportation Performance Management (TPM) as a strategic approach that uses system information to make investment and policy decisions to achieve national goals. Safety Performance Management is part of the overall TPM program. The Safety Performance Measure (PM) Final Rule establishes the following five safety performance measure requirements which must be analyzed using five-year averages:

1. Number of fatalities
2. Rate of fatalities per 100 million Vehicles Miles Traveled (VMT)
3. Number of Serious Injuries
4. Rate of Serious Injuries per 100 Million VMT
5. Number of Non-Motorized Fatalities and Non-motorized Serious Injuries

For over two years, the primary forum used to coordinate target setting was the Planning Executive Group (PEG). The PEG meets monthly and is made up of representatives from NDOT, FHWA, and the state's MPOs. This group reviewed the requirements of 23 CFR 490.209(c) and participated in the discussion to set the following statewide performance measure targets related to safety:

NDOT 2019 Safety Targets*		
Performance Measure	Projected 5-Year Moving Average	Desired Target
Number of Fatalities	330.4	319.2
Rate of Fatalities per 100 Million VMT	1.236	1.209
Number of Serious Injuries	1214.4	1186.4
Rate of Serious Injuries Per 100 Million VMT	4.97	4.51
Number of Non-Motorized Fatalities and Serious Injuries	312.2	299.1

*More information is available at: <https://www.nevadadot.com/safety/highways-safety-improvement-program-hsip>

The 2019 targets are established by decreasing the upward trend so that the 2012-2016 five-year moving averages are less than the trend projected numbers by December 31 2019. In addition to tracking the above safety measures, MPOs are required to either set their own targets specific to their planning area or agree to support the adopted statewide targets. MPOs must establish targets no later than 180 days after the state reports targets in the State HSIP annual report. NDOT submitted their targets to FHWA on August 31, 2018.

RTC staff reviewed NDOT's trend analysis and targets and determined them to be reasonable for Southern Nevada. RTC staff has decided to support, as RTC did in the last year, the adopted statewide targets. This approach seemed appropriate as it allows the RTC to use the State's methodology to monitor progress and determine if these targets need refinement next year. These targets must be reassessed annually and there will be ample opportunity to update them if needed.

Meeting Date: 01/31/2019

Executive Advisory Committee

Discussion: Recommended for approval

Advisory Action: Approval Disapproval Hold Item

* Conditions (if applicable)

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: 2017-2040 REGIONAL TRANSPORTATION PLAN		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE NOTIFICATION OF ADMINISTRATIVE MODIFICATIONS CLARK 19-04 AND 19-05 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)		
GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION		

FISCAL IMPACT:

None by this action

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be modified when there are major adjustments to program elements. Pursuant to the RTC's Amendment and Administrative Modification Process, RTC staff is authorized to concur and request administrative modification to the RTP. The Nevada Department of Transportation (NDOT) requested to make changes in the RTP. NDOT has already approved these modification requests. Details are attached.

No formal RTC action or public notification is required for these administrative modifications. These administrative modifications are consistent with the 2017-2040 Regional Transportation Plan and does not impact air quality conformity.

Respectfully submitted,

DocuSigned by:

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CRAIG RABORN
Director of Metropolitan Planning Organization

*RTC Item #25
February 14, 2019
Consent*

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Regional Transportation Commission
AGENDA ITEM DEVELOPMENT REPORT

Agenda Item Recommendation (as submitted):	
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE NOTIFICATION OF ADMINISTRATIVE MODIFICATIONS CLARK 19-04 AND 19-05 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)	
Agenda Item Requested by: Regional Transportation Commission	
Date: 01/17/18	Staff
<p>Discussion: The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be modified when there are major adjustments to program elements. Pursuant to the RTC's Amendment and Administrative Modification Process, RTC staff is authorized to concur and request administrative modification to the RTP. The Nevada Department of Transportation (NDOT) requested to make changes in the RTP. NDOT has already approved these modification requests. Details are attached. The following projects are changed for which additional details are attached:</p>	
<p>Clark 19-04:</p> <p>RTP Project # 6182: SR 593 Tropicana Ave Mill and Overlay and ADA Improvements Package 2, funding increase</p> <p>RTP Project # 6141: I 15/CC 215 System to System Interchange, funding increase</p>	
<p>Clark 19-05:</p> <p>RTP Project # 6141: I 15/CC 215 System to System Interchange, funding source change</p>	
<p>No formal RTC action or public notification is required for these administrative modifications. These administrative modifications are consistent with the 2017-2040 Regional Transportation Plan and does not impact air quality conformity.</p>	
<p>Advisory Action: Approval <input checked="" type="checkbox"/> Disapproval <input type="checkbox"/> Hold Item <input type="checkbox"/></p>	
Meeting Date: 01/31/2019	Executive Advisory Committee
Discussion: Recommended for approval	
<p>Advisory Action: Approval <input checked="" type="checkbox"/> Disapproval <input type="checkbox"/> Hold Item <input type="checkbox"/></p>	
* Conditions (if applicable)	

CL20140033 (Ver 9) 19-04		STATUS Programmed				FEDERAL	
Title: I 15/CC 215 System to System Interchange							
Description: Construct new ramps to complete a system-to-system interchange at I 15/CC 215							
Project Type: Rd Interchange/ Intersec		AQ: Non-Exempt				TCM: No NDOT: District 1	
County: Clark		Limits: Primary Interchange: I 15 North, Secondary Interchange: CC 215					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2019	NHPP	\$0	\$0	\$69,078,749	\$0	\$69,078,749	
2019	STBG State-Wide	\$0	\$0	\$26,871,251	\$0	\$26,871,251	
2019	State Match - Nv	\$0	\$0	\$5,050,000	\$0	\$5,050,000	
2019-2023 TOTAL		\$0	\$0	\$101,000,000	\$0	\$101,000,000	
ALL YEARS TOTAL		\$0	\$0	\$101,000,000	\$0	\$101,000,000	
MPO RTCSNV (6141)				Lead Agency Nevada DOT			

Previously Approved Version							
CL20140033 (Ver 8) 19-00							
Title: I 15/CC 215 System to System Interchange							
Description: Construct new ramps to complete a system-to-system interchange at I 15/CC 215							
Project Type: Rd Interchange/ Intersec		AQ: Non-Exempt				TCM: No NDOT: District 1	
County: Clark		Limits: Primary Interchange: I 15 North, Secondary Interchange: CC 215					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2019	NHPP	\$0	\$0	\$88,350,000	\$0	\$88,350,000	
2019	State Match - Nv	\$0	\$0	\$4,650,000	\$0	\$4,650,000	
2019-2023 TOTAL		\$0	\$0	\$93,000,000	\$0	\$93,000,000	
ALL YEARS TOTAL		\$0	\$0	\$93,000,000	\$0	\$93,000,000	
MPO RTCSNV (6141)				Lead Agency Nevada DOT			

CL20150042 (Ver 10) 19-04		STATUS Programmed					STATE
Title: SR 593 Tropicana Ave Mill and Overlay and ADA Improvements Package 2							
Description: Mill and overlay with areas of concentration and ADA improvements							
Project Type: Rd Recons/Rehab/Resur		AQ: Exempt, Safety - Pavement resurfacing and/or rehabilitation.			TCM: No NDOT: District 1		
County: Clark		Limits: From Dean Martin Drive to Boulder Highway of Distance (mile) 7.29 Milepost begins at .01 ends at 7.3					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2019	State Gas Tax	\$0	\$2,000,000	\$11,000,000	\$0	\$13,000,000	
2019-2023 TOTAL		\$0	\$2,000,000	\$11,000,000	\$0	\$13,000,000	
ALL YEARS TOTAL		\$0	\$2,000,000	\$11,000,000	\$0	\$13,000,000	
MPO RTCSNV (6182)				Lead Agency Nevada DOT			

Previously Approved Version							
CL20150042 (Ver 9) 19-00							
Title: SR 593 Tropicana Ave Mill and Overlay and ADA Improvements Package 2							
Description: Mill and overlay with areas of concentration and ADA improvements							
Project Type: Rd Recons/Rehab/Resur		AQ: Exempt, Safety - Pavement resurfacing and/or rehabilitation.			TCM: No NDOT: District 1		
County: Clark		Limits: From Dean Martin Drive to Boulder Highway of Distance (mile) 7.29 Milepost begins at .01 ends at 7.3					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2019	State Gas Tax	\$0	\$2,000,000	\$7,900,000	\$0	\$9,900,000	
2019-2023 TOTAL		\$0	\$2,000,000	\$7,900,000	\$0	\$9,900,000	
ALL YEARS TOTAL		\$0	\$2,000,000	\$7,900,000	\$0	\$9,900,000	
MPO RTCSNV (6182)				Lead Agency Nevada DOT			

CL20140033 (Ver 10) 19-05		STATUS Programmed				FEDERAL	
Title: I 15/CC 215 System to System Interchange							
Description: Construct new ramps to complete a system-to-system interchange at I 15/CC 215							
Project Type: Rd Interchange/ Intersec		AQ: Non-Exempt			TCM: No NDOT: District 1		
County: Clark		Limits: Primary Interchange: I 15 North, Secondary Interchange: CC 215					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2019	HP SAFETEA-LU	\$0	\$0	\$6,889,544	\$0	\$6,889,544	
2019	NHPP	\$0	\$0	\$62,189,205	\$0	\$62,189,205	
2019	STBG State-Wide	\$0	\$0	\$26,871,251	\$0	\$26,871,251	
2019	State Match - Nv	\$0	\$0	\$5,050,000	\$0	\$5,050,000	
2019-2023 TOTAL		\$0	\$0	\$101,000,000	\$0	\$101,000,000	
ALL YEARS TOTAL		\$0	\$0	\$101,000,000	\$0	\$101,000,000	
MPO RTCSNV (6141)				Lead Agency Nevada DOT			

Previously Approved Version							
CL20140033 (Ver 9) 19-04							
Title: I 15/CC 215 System to System Interchange							
Description: Construct new ramps to complete a system-to-system interchange at I 15/CC 215							
Project Type: Rd Interchange/ Intersec		AQ: Non-Exempt			TCM: No NDOT: District 1		
County: Clark		Limits: Primary Interchange: I 15 North, Secondary Interchange: CC 215					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2019	NHPP	\$0	\$0	\$69,078,749	\$0	\$69,078,749	
2019	STBG State-Wide	\$0	\$0	\$26,871,251	\$0	\$26,871,251	
2019	State Match - Nv	\$0	\$0	\$5,050,000	\$0	\$5,050,000	
2019-2023 TOTAL		\$0	\$0	\$101,000,000	\$0	\$101,000,000	
ALL YEARS TOTAL		\$0	\$0	\$101,000,000	\$0	\$101,000,000	
MPO RTCSNV (6141)				Lead Agency Nevada DOT			

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: 2017-2040 REGIONAL TRANSPORTATION PLAN		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT CLARK 19-06 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)		
GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION		

FISCAL IMPACT:

None by this action

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be amended when there are major adjustments to program elements. Amendment Clark 19-06 will add two new projects and adjust funding for one project in the RTP.

This amendment is consistent with the 2017-2040 Regional Transportation Plan and does not impact air quality conformity. Staff recommends approval.

Respectfully submitted,

DocuSigned by:

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CRAIG RABORN
Director of Metropolitan Planning Organization

**RTC Item #26
February 14, 2019
Consent**

Regional Transportation Commission
AGENDA ITEM DEVELOPMENT REPORT

Agenda Item Recommendation (as submitted):	
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT CLARK 19-06 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)	
Agenda Item Requested by: Regional Transportation Commission	
Date: 01/17/19	Staff
<p>Discussion: The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be amended when there are major adjustments to program elements. Amendment Clark 19-06 will add two new projects and adjust funding for one project in the RTP. RTC is requesting the following changes:</p> <p>Clark 19-06:</p> <p>RTP Project # 6256: GoMed - Las Vegas Medical District Automated Circulator and Connected Pedestrian Safety Project, add new project</p> <p>RTP Project # 6257: Training Federal Transit Administration and National Transit Institute, add new project</p> <p>RTP Project # 2035: Paratransit Fleet Expansion, add funds</p> <p>This amendment is consistent with the 2017-2040 Regional Transportation Plan and does not impact air quality conformity. Staff recommends approval.</p>	
Advisory Action: Approval <input checked="" type="checkbox"/> Disapproval <input type="checkbox"/> Hold Item <input type="checkbox"/>	
Meeting Date: 01/31/2019	Executive Advisory Committee
Discussion: Recommended for approval	
Advisory Action: Approval <input checked="" type="checkbox"/> Disapproval <input type="checkbox"/> Hold Item <input type="checkbox"/>	
* Conditions (if applicable)	

NV20090265 (Ver 8) 19-06 STATUS **In Progress - Programmed** FEDERAL

Title: Paratransit Fleet Expansion

Description: Acquire (40) vehicles for expansion of paratransit operations

Project Type: Transit-Capital & Rehab **AQ:** Exempt, Mass Transit - Purchase new buses and rail cars to replace existing vehicles or rrcm: No **NDOT:** District 1

County: Clark

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2018	FTA 5307 Lrg Urb Capital	\$0	\$0	\$0	\$896,000	\$896,000
2018	RTC Sales Tax	\$0	\$0	\$0	\$158,118	\$158,118
2019	FTA 5307 Lrg Urb Capital	\$0	\$0	\$0	\$1,993,072	\$1,993,072
2019	RTC Sales Tax	\$0	\$0	\$0	\$351,719	\$351,719
2020	FTA 5307 Lrg Urb Capital	\$0	\$0	\$0	\$2,052,864	\$2,052,864
2020	RTC Sales Tax	\$0	\$0	\$0	\$362,270	\$362,270
2021	FTA 5307 Lrg Urb Capital	\$0	\$0	\$0	\$2,114,450	\$2,114,450
2021	RTC Sales Tax	\$0	\$0	\$0	\$373,138	\$373,138
<2018	Prior	\$0	\$0	\$0	\$3,408,236	\$3,408,236
2018-2021 TOTAL		\$0	\$0	\$0	\$8,301,631	\$8,301,631
ALL YEARS TOTAL		\$0	\$0	\$0	\$16,911,165	\$16,911,165

Previously Approved Version

NV20090265 (Ver 7) 19-00

Title: Paratransit Fleet Expansion

Description: Acquire (40) vehicles for expansion of paratransit operations

Project Type: Transit-Capital & Rehab

AQ: Exempt, Mass Transit - Purchase new buses and rail cars to replace existing vehicles or **rtcM:** No **NDOT:** District 1

County: Clark

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2018	FTA 5307 Lrg Urb Capital	\$0	\$0	\$0	\$896,000	\$896,000
2018	RTC Sales Tax	\$0	\$0	\$0	\$158,118	\$158,118
2019	FTA 5307 Lrg Urb Capital	\$0	\$0	\$0	\$896,000	\$896,000
2019	RTC Sales Tax	\$0	\$0	\$0	\$158,118	\$158,118
<2018	Prior	\$0	\$0	\$0	\$3,408,236	\$3,408,236
2018-2021 TOTAL		\$0	\$0	\$0	\$2,108,236	\$2,108,236
ALL YEARS TOTAL		\$0	\$0	\$0	\$5,516,472	\$5,516,472

CL20190001 (Ver 1) 19-06		STATUS New Project					FEDERAL
Title: Training FTA, NTI							
Description: Training Federal Transit Administration and National Transit Institute							
Project Type: Transit - Other		AQ: Exempt, Mass Transit - Transit operating assistance.				TCM: No NDOT: District 1	
County: Clark		Limits: Not Location Specific					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2019	FTA 5307 Lrg Urb Capital	\$0	\$0	\$0	\$33,861	\$33,861	
2019	RTC Sales Tax	\$0	\$0	\$0	\$8,465	\$8,465	
2020	FTA 5307 Lrg Urb Capital	\$0	\$0	\$0	\$34,876	\$34,876	
2020	RTC Sales Tax	\$0	\$0	\$0	\$8,719	\$8,719	
2021	FTA 5307 Lrg Urb Capital	\$0	\$0	\$0	\$35,923	\$35,923	
2021	RTC Sales Tax	\$0	\$0	\$0	\$8,981	\$8,981	
2018-2021 TOTAL		\$0	\$0	\$0	\$130,825	\$130,825	
ALL YEARS TOTAL		\$0	\$0	\$0	\$224,712	\$224,712	
MPO RTCSNV (6257)				Lead Agency RTC Southern Nevada			

CL20190002 (Ver 1) 19-06		STATUS New Project					FEDERAL
Title: GoMed - Las Vegas Medical District Automated Circulator and Connected Pedestrian Safety Project							
Description: Las Vegas Medical District Automated Circulator and Connected Pedestrian Safety Project							
Project Type: Transit - Other		AQ: Exempt, Mass Transit - Construction or renovation of power, signal, and communications				TCM: No NDOT: District 1	
County: Clark		Limits: Various Locations					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2019	Local Fund	\$0	\$0	\$0	\$0	\$0	
2019	TIGER	\$0	\$0	\$0	\$770,081	\$770,081	
2020	Local Fund	\$0	\$0	\$0	\$2,038,826	\$2,038,826	
2020	TIGER	\$0	\$0	\$0	\$863,756	\$863,756	
2021	Local Fund	\$0	\$0	\$0	\$30,000	\$30,000	
2021	TIGER	\$0	\$0	\$0	\$3,186,001	\$3,186,001	
2018-2021 TOTAL		\$0	\$0	\$0	\$6,888,664	\$6,888,664	
ALL YEARS TOTAL		\$0	\$0	\$0	\$7,388,664	\$7,388,664	
MPO RTCSNV (6256)				Lead Agency RTC Southern Nevada			

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: APPROVE AMENDMENT		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 03 TO CONTRACT NO. 17-002, HIGH CAPACITY TRANSIT PLAN, WITH NELSON\NYGAARD CONSULTING ASSOCIATES TO ADD \$1,500,000.00 IN FUNDING TO THE CONTRACT, ADD ADDITIONAL SCOPE OF SERVICES, EXTEND THE CONTRACT END DATE FROM JUNE 30, 2019 TO JUNE 30, 2020; AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Funds in the amount of \$1,500,000.00 are budgeted and available in the Administrative Fund in Fiscal Year (FY) 2019.

BACKGROUND:

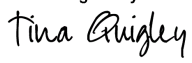
On November 10, 2016, the Regional Transportation Commission of Southern Nevada (RTC) awarded contract 17-002, High Capacity Transit Plan, to Nelson\Nygaard Consulting Associates to conduct a comprehensive study that will encourage transit supportive land use, identify priority transit investments, and develop a coordinated long-range transit plan. The RTC approved Amendment No. 01 on April 2, 2018 and Amendment No. 02 January 10, 2019.

This Amendment No. 03 will approve adding \$1,500,000.00 in funding, extending the period of performance, modifying some elements of the existing scope of services, and adding new tasks determined by the RTC as needed to provide the highest value planning product for Southern Nevada.

The revised not-to-exceed fee is \$3,574,326.00, including an owner discretionary allowance of \$179,848.00.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

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TINA QUIGLEY
General Manager

**RTC Item #27
February 14, 2019
Consent**

**AMENDMENT NO. 03
CONTRACT 17-002
HIGH CAPACITY TRANSIT PLAN**

This AMENDMENT No. 03 is made and entered into on this **14th** day of **FEBRUARY, 2019**, by and between the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, (hereinafter referred to as “RTC”), and NELSON \ NYGAARD CONSULTING ASSOCIATES (hereinafter referred to as “CONSULTANT”), collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS the PARTIES entered into a CONTRACT for High Capacity Transit Plan consulting services on November 10, 2016, subsequently amended on April 2, 2018, January 10, 2019; and

WHEREAS the PARTIES desire to amend the CONTRACT in order to add additional scope of services; and

WHEREAS the PARTIES desire to amend the CONTRACT in order to add \$1,500,000.00 in funding to the Contract to perform the scope of services outlined in **Attachment A**; and

WHEREAS the PARTIES desire to amend the CONTRACT in order to 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

1. Contract section B-3 PRICES/COSTS/DELIVERABLES, (b) is modified as follows:
The not-to-exceed amount for the period of this Contract is \$3,574,326.00.
2. Contract Section B-5 CONTRACT TERM (b), the PARTIES mutually agree to extend the term of the Contract from **June 30, 2019** to **June 30, 2020**
3. Contract EXHIBIT A – SCOPE OF SERVICES is modified in accordance with ATTACHMENT A.

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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT as of the date first written above.

NELSON \ NYGAARD CONSULTING
ASSOCIATES

DocuSigned by:
Brian Canepa
By: 0734BA612E69405...
PAUL JEWEL
Managing Director

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

By: _____
LAWRENCE L. BROWN, III
Chairman

ATTEST:

By: _____
MARIN DUBOIS
Management Analyst

APPROVED AS TO FORM:

DocuSigned by:
Greg Gilbert
By: 0E6FC22BB31D4A3...
GREG GILBERT
RTC Outside General Counsel

AMENDMENT NO. 03
CONTRACT 17-002 - HIGH CAPACITY TRANSIT PLAN
ATTACHMENT A

AMENDMENT OBJECTIVE

This contract amendment seeks to extend and modify the Scope of Services for RTC's On Board High Capacity Transit Plan (RTC Contract #17-002) to complete the Southern Nevada "On Board" project with the development of a regional mobility plan. As the initial On Board project has conducted public outreach and engagement, stakeholder coordination, and research and analysis specific to Southern Nevada, the RTC has determined that the highest value and regional need would be better met with the development of a regional mobility plan that includes a High Capacity Transit (HCT) plan, enhancements to traditional fixed-route bus service, long-term strategies for providing transit service, strategies to address disruptions from emerging transportation technologies, and descriptions of the array of benefits from transit. The necessary new scope elements are added to the existing contract with this amendment.

SUMMARY OF CONTRACT AMENDMENT

This contract amendment modifies and extends the existing High Capacity Transit Plan contract. It extends the period of performance for the existing contract, modifies some elements of the existing scope of services, and adds new tasks determined by the RTC as needed to provide the highest value planning product for Southern Nevada.

The On Board Plan will be completed as a Regional Mobility Plan by adding the following steps to the project:

Phase 2 Regional Mobility Plan

Phase 2 is designed to identify mobility strategies – including transit, transit-related improvements, and high capacity transit – to develop a "complete" mobility system designed to meet tomorrow's needs that will include:

- **Expanded Stakeholder and Public Engagement** – Developing the Mobility Plan will continue the extensive engagement and outreach activities initiated during Phase One. These include:
 - a. Technical Advisory Group meetings (bimonthly),
 - b. Community Stakeholder meetings (quarterly),
 - c. Updates to local governments, elected officials, and key stakeholders (as needed),
 - d. Updates to the RTC Board and other RTC committees (as needed),
 - e. Three 30-60 day public outreach efforts to present progress and collect input.
- **Direct and Embedded Response to Emerging Transit Technologies** – All strategies, scenarios, and recommendations in the On Board Plan will be compatible with emerging technologies and sufficiently flexible to incorporate the most advanced technologies available when implemented. In addition, the project will identify an on-going planning process to track emerging transit and mobility technologies and identify when revisions will be needed to keep On Board a "living" document that remains relevant for the region's future.

- **Long Range Mobility Competitiveness Strategy** – The On Board project will identify long-range strategies for making mobility alternatives more competitive, with a focus on transit-related strategies. Key performance indicators (KPIs) and measurable targets will be developed for the strategies. Given the long-term implementation horizon for this Mobility Plan, these targets may be actual, aspirational, or directional. The KPIs and targets will guide development of implementation strategies and projects and will be developed with stakeholder and public input. Detailed strategies will then be developed to implement the most compelling KPIs and targets. These may include a variety of transit service enhancements intended to make transit more appealing or expand service to new areas or customers. Strategies will also include improvements or programs that increase mobility by improving options to access transit services or utilize nonmotorized alternatives for transportation.
- **Competitiveness Strategies Implementation Alternatives** – The On Board project will develop a preliminary set of locally-appropriate example projects or activities that would implement the Mobility Competitiveness Strategies. This list of projects associated with each strategy will help the public understand and visualize the potential implementation of each Competitiveness Strategy.
- **High Capacity Transit Plan** – Building on the understanding of where a high capacity transit system would perform well, this task will develop a recommended plan for implementing HCT in Southern Nevada. The plan will also be based on significant stakeholder input concerning community priorities throughout the region. It will developed to integrate with the Mobility and Transit Competitiveness Strategy, and is anticipated to include alternatives for phasing the system’s implementation and development.
- **Economic Impacts of Transit and Mobility** – The On Board project will examine economic benefits of Southern Nevada’s current transit system and the value or benefit that potential future investments could generate. These benefits will include community-level impacts (total economic productivity, gross regional product, etc.) and individual or household-level impacts.
- **Scenarios and Final Recommendations** – The On Board plan will conclude with the development of a set of 2-3 alternatives that each combine different mobility strategies and HCT investment alternatives to meet different identified regional priorities. These alternatives will be examined and – with stakeholder and public input – refined into a recommended Regional Mobility Plan that describes short and long-range activities to improve mobility in Southern Nevada and describe the benefits that implementation of the plan would likely provide.

Timeline: While the contract amendment will formally run until June 30, 2020, **all work tasks contained in this amendment are expected to be completed by January 31, 2020.**

REVISED WORKSCOPE

In addition to the modifications and elements described in the “PHASE 2: REGIONAL MOBILITY PLAN” section below, all elements and deliverables from the initial scope, as currently amended, for the High Capacity Transit Plan remain in effect and will be completed as part of this contract modification or incorporated into the tasks and deliverables described in this contract amendment.

These existing tasks in the current contract include the following (RTC Contract #17-002 High Capacity Transit Plan; Exhibit A – Scope of Services):

- **Task 1: Project Management**
- **Task 2: Stakeholder Coordination**
- **Task 3: Public Outreach**
- Task 4: Transit Needs, Opportunities and Goals
- Task 5: Review Transit Policies and Funding Strategies in Peer Cities
- Task 6: Transit Supportive Land Use in Southern Nevada
- Task 7: Prepare and Evaluate Land Use Scenarios
- Task 8: Transit Travel Demand
- Task 9: HCT Corridor Screening
- Task 10: HCT Corridor Modeling
- Task 11: HCT System Plan Scenarios
- Task 12: Cost Analysis of HCT System Plan Scenarios
- Task 13: Evaluation of Emerging Technologies on the Recommendations
- Task 14: HCT Feasibility Report (renamed from Final Plan)

This revised scope will add effort to the tasks indicated in bold. It will also add the following tasks:

- Task 15 Goals, Objectives, and Targets for Mobility and Transit
- Task 16 Competitiveness Issues, Gaps, and Opportunities
- Task 17 Mobility and Transit Strategies
- Task 18 Competitiveness Strategies implementation
- Task 19 High Capacity Transit Final Recommendations
- Task 20 Emerging Mobility Technologies Assessment
- Task 21 Economic Impacts and Opportunities for Transit in Southern Nevada
- Task 22 Mobility Improvement Scenario Development and Evaluation
- Task 23 Recommended Plan

PHASE 2: REGIONAL MOBILITY PLAN

Over the course of the High Capacity Transit On Board project, RTC staff and the consultant team have consistently heard questions and concerns about the region's overall transit and mobility future. It has also become clear that transit is being "out-competed" by other established and emerging travel options, and consequently, transit ridership has been declining. While the development of High Capacity Transit (HCT) can be one important way to make transit more competitive, improvements will also be needed in areas that will not be served by HCT. Strategies relating to other forms of mobility, such as walking and bicycling, micro-mobility, and even automobile movement can also be developed that will improve personal mobility beyond transit service. The High Capacity Transit component of On Board has already examined the demand for transit and feasibility of HCT in over 30 Southern Nevada corridors, and this scope of work is designed to conduct the additional work needed to determine Southern Nevada's transit and mobility future. This effort will be both stakeholder and data driven. *Appropriate options and trends relating to emerging technologies will be embedded in each task and activity, so that the overall resulting plan can accommodate new technologies and trends as they emerge.*

On Board Phase 2 consists of modifications to the existing scope of Tasks 1-3 and the addition of the following eight (8) tasks and all associated project management needs, stakeholder coordination and public outreach activities, and development of the final plan.

Task 1: Project Management

The expanded mobility planning work will add approximately 10 months beyond the completion of Phase 1, and the additional budget represents additional costs to continue existing project management activities over the extended duration.

In addition, as directed by the RTC Project Manager, the Nelson/Nygaard team will provide input for projects related to On Board, but outside this scope. As directed by the RTC Project Manager, the Nelson/Nygaard team will also incorporate content and results from those related projects directly or by reference into work products for this scope.

Task 2: Stakeholder Coordination

Stakeholder involvement for Phase 2 will be conducted in a similar manner as for the HCT plan. This component of the project will use the same Technical Advisory Groups (TAGs) and the same schedule of bi-monthly meetings.

Stakeholder engagement will consist of the following types of activities:

Technical Advisory Group (TAG) Meetings: Technical Advisory Group meetings are intended to share project-related progress updates and solicit feedback and guidance from local transportation technical experts, including public works and planning departments, land development stakeholders, and others with expertise in mobility and closely related topics. TAG meetings will generally be held every two months but may meet at shorter or longer intervals depending on project needs. The TAG will review and provide advice on all Phase 2 tasks.

As in Phase 1, preparation for TAG meetings will include 1-on-1 pre-meetings with each local jurisdiction (combined public works and planning staff, as well as other appropriate staff) to discuss the agenda and some materials that will be presented at the TAG meeting.

Five (5) TAG meetings are anticipated during Phase 2, although Phase 2 will also be discussed as part of two (2) TAG meetings during the conclusion of Phase 1.

Stakeholder Briefings: Stakeholder Briefings are meetings with key stakeholders, officials, and elected leaders that provide project updates and elicit feedback, suggestions, and preferences from those stakeholders. Cycles of stakeholder briefings can be anticipated at key activities or milestones in the project but may also be provided when requested or when necessitated by project developments.

Five (5) cycles of stakeholder briefings led by RTC staff are anticipated during Phase 2, to review and discuss:

1. The Transit Competitiveness Strategies (Task 18) and initiate input on locations, priorities, and activities.

2. The recommended HCT system configuration and elicit community and stakeholder feedback (Task 19).
3. Information about the economic impacts and benefits of transit in Southern Nevada (Task 20).
4. The proposed Transit Improvement Scenarios (Mid-way through Task 22).
5. The results of the evaluation of the Transit Improvement Scenarios (at the end of Task 22)

RTC Board Presentations:

Three (3) RTC Board presentations are anticipated during Phase 2, to present results from:

1. Final HCT plan (Task 19)
2. Transit improvement scenarios (Task 22)
3. Recommended plan (Task 23)

TRAC Presentations

Up to four (4) presentations to TRAC are anticipated during Phase 2, to review and discuss:

1. Mobility and Transit Strategies (Task 17)
2. Final HCT plan (Task 19)
3. Transit improvement scenarios (Task 22)
4. Recommended plan (Task 23)

These presentations may be made by either the consultant, RTC staff, or jointly.

Nelson/Nygaard will provide all staff and materials (PowerPoints, maps, handouts, etc.) to conduct or support engagement activities.

Task 3: Public Outreach

Additional public outreach activities will include:

Community Stakeholder Meetings: Community Stakeholder Meetings are public meetings that are intended to provide project-related progress and results to interested stakeholders, local officials, and the general public. Community Stakeholder meetings usually consist of two approximately half-day sessions to allow more flexibility for stakeholders to attend. They are typically held at major intervals in the project, but should be anticipated 2-4 times each year.

Four (4) Community Stakeholder meetings are anticipated during Phase 2, as identified in the project timeline (Attachment A1).

Public Input Activities: Three (3) public engagement and input periods to present progress on the project and collect public input about mobility needs and preferences will be conducted during Phase 2, as identified in the project timeline Attachment A1). Specifically, the following public engagement periods are anticipated:

1. One approximately 60-day community engagement effort intended to solicit input and feedback related to describing the project and initiating work on four tasks:
 - a. Task 15 – Goals, Objectives, and Targets for Mobility and Transit
 - b. Task 16 – Competitiveness Issues, Gaps, and Opportunities
 - c. Task 17 – Transit and Mobility Strategies
 - d. Task 20 – Emerging Mobility Technologies Assessment

2. One approximately 60-day community engagement effort intended to solicit input and feedback related to describing the project and initiating work on four tasks:
 - a. Task 16 – Competitiveness Issues, Gaps, and Opportunities
 - b. Task 17 – Mobility and Transit Strategies
 - c. Task 18 – Competitiveness Strategies Implementation
 - d. Task 19 – High Capacity Transit Final Plan
3. One approximately 30-day community engagement process near the completion of the project intended to present and gather feedback about the mobility improvement scenarios and draft final plan:
 - a. Task 22 – Mobility Improvement Scenario Development and Evaluation
 - b. Task 23 – Recommended Plan

Engagement methods will include a variety of in-person and web-based input, including “transit talks,” surveys, and web forums. Nelson/Nygaard will provide all staff and materials (PowerPoints, maps, handouts, etc.) for engagement activities.

Task 15: Goals, Objectives, and Targets for Mobility and Transit

Nelson/Nygaard will define long-range targets for the goals and objectives developed as part of the HCT On Board Evaluation Framework for transit and mobility in Southern Nevada that will achieve or implement the region’s mobility-related vision as defined by the public and local leaders. Based on TAG, stakeholder, and public input (mainly derived from the On Board Vision Survey), develop answers to the following questions:

- Is the evaluation framework developed for the HCT On Board effort appropriate for a broader evaluation of transit and mobility?
- What should transit accomplish? Should it be provided as a social service or should it be operated as a business?
- What are appropriate Key Performance Indicators (KPIs) for goal-setting and measuring progress?
- What long-range targets should be established for transit and mobility? Should targets be actual and achievable, or should they be aspirational, or even simply directional?

The Nelson/Nygaard team will work with RTC staff and the Technical Advisory Groups to develop a vision for mobility that is based on the six themes and goals established as part of HCT On Board project:

- Enhance: make transit more compelling
- Connect: Improve regional connectivity
- Grow: Encourage responsible development
- Compete: Make Southern Nevada more competitive
- Sustain: Develop sustainable solutions

These goals – and the objectives defined for them – will serve as areas for developing key performance indicators and targets that the transit and mobility system in Southern Nevada should seek to meet over the 20-year long-range planning period.

To accomplish this sub-task, the Nelson/Nygaard team will conduct the following activities:

1. Use inputs from the Technical Advisory Group meetings, Stakeholder Community meetings, individual stakeholder discussions and briefings, the 2018 On Board Vision Survey, and other

transportation-related surveys, polls, or public input to inform the development of targets, key performance indicators, and the evaluation framework.

2. Review and modify the HCT On Board Evaluation Framework, including the Themes, Goals, and Objectives, and the Evaluation Criteria to address all forms of transit and related mobility options. Develop new measures and criteria based on input sources listed above.
 - For each theme, the Nelson/Nygaard team will develop more traditional goals and objectives. Then, for each objective, develop specific evaluation criteria that will include both quantitative and qualitative measures. Also include other measures that are typically used in mobility and transit studies, such as ridership and costs, customer and community desires. The evaluation criteria will be designed to measure outcomes. In addition, we will limit the evaluation criteria to those that are most important, that will be differentiators, that will resonate with stakeholders, and that can be presented in an easily understandable manner. This will help us to focus on the most important issues.
 - To place an emphasis on making transit more competitive with other options, new measures and criteria should focus more heavily on customer convenience and user costs, since these are the types of improvement are more likely to impact ridership than measures of system performance.
 - Incorporate measures of accessibility such as access to work, schools, medical care, food, etc. (The RTC will support this activity with implementation of a GIS-based accessibility modeling software platform.)
 - Document and incorporate RTC's current specifications and goals for transit system performance.
3. Develop key performance indicators (KPIs) that are focused on aspects of transit and mobility that are highest priority to the general public. These KPIs and the benefits they measure should be understandable to the general public.
4. Develop preliminary list of long-range transit and mobility targets based on inputs described above. Present to TAG and discuss in Stakeholder briefings. Revise as needed after conducting stakeholder outreach.

Deliverables:

- *Evaluation Framework document that presents the visions, goals and objectives, and evaluation criteria, and describes the evaluation process.*
- *Regional Mobility Targets document that presents key performance indicators and target for transit and mobility that includes description of the process followed for the development of these measures.*

Task 16: Competitiveness Issues, Gaps, and Opportunities

In Southern Nevada and throughout the country, transit ridership has been declining. Gas prices have declined and stayed low and new travel options have been developed that provide people with more choices. Transportation Network Companies (TNCs) like Uber and Lyft now provide service that is more convenient than taxis or transit, and often cost competitive with transit. The rapid expansion of bicycle and pedestrian facilities, combined with micromobility options like bike-share and scooter-share, are also providing new travel alternatives. Over the same period, transit improvements, where they have been made, have been modest. In short, transit has been out-competed by improving more slowly than other options.

In spite of these challenges, transit remains one of the significant travel modes providing mobility for people in Southern Nevada. Looking forward, transit will remain essential. New technologies will likely make Southern Nevada roads more congested than they are today, and it will always be more cost-effective and efficient to move people with transit than in individual vehicles. This Transit Competitiveness Project component of On Board is designed to determine the steps that Southern Nevada should take to realize its transit potential and to improve relative to other transportation options.

The Nelson\Nygaard team will use the data compiled for the HCT phase of On Board plus additional data and analysis to:

1. Conduct a more in-depth analysis of the demand for transit throughout Southern Nevada
2. Identify competitive pressures in each of these markets.

The major focus of this analysis will be to determine the relative performance of RTC services versus other modes, and in particular geographic areas where transit is doing well and where it is falling behind. It will also identify new markets for transit. Some examples include:

- The Strip is Southern Nevada's largest employment area. Most service employees enter and exit their places of work via "back of house" entrances that are not well served by transit. Could better service to back door entrances increase work trip ridership?
- What network changes would make service more convenient? The HCT component of On Board has identified a number of network changes to provide more convenient service such as Henderson – Strip – Downtown Las Vegas. Most routes now operate as a grid or to and from downtown Las Vegas. Should there be more direct services to the Strip and other locations?
- Ridesharing/TNC companies both compete with and complement traditional transit. In which markets is competition inevitable and where are opportunities for partnerships likely to develop?

The more in-depth analysis of demand throughout Southern Nevada will be conducted in a similar manner as for the HCT feasibility study, but with a focus on different markets and areas of Southern Nevada than those already examined in depth as part of other recent studies. These are anticipated to include a particular emphasis on:

- Markets that are unlikely to be served by HCT
- Travel flows to and from areas unlikely to be served by HCT
- The location of major activity centers unlikely to be served by HCT
- Potential connections with HCT

The analysis of competition/competitive pressures will draw upon information available from previous studies, including the recent Resort Corridor study and new analysis, including the High Capacity Transit Feasibility Report (Task 14)

In addition, the Nelson/Nygaard team will also conduct a stated preference survey of both transit users and non-transit users about how they make choices between using transit and other modes, the types of improvements that would be necessary to entice them to use transit. The survey will include both residents and visitors. The survey will be conducted using two methodologies intended to gather a representative sample of both residents and visitors: (1) intercept surveys at major locations that residents and visitors travel to and from, and (2) randomly-selected phone-based survey.

Deliverables:

- *Summaries of survey methodologies and results*

- *Briefing book that summarizes competitiveness analysis and major issues and opportunities*

Task 17: Mobility and Transit Strategies

Objective

The objective of Task 17 is to identify strategies for mobility and transit that have the potential to match the right services and improvements to appropriate different markets. Identify strategies to facilitate greater use of transit and mobility alternatives, and allow transit to compete effectively with other modes and emerging technologies. Identify strategies to address each issue, gap, or opportunity identified in Task 16.

To do this, the Nelson/Nygaard team will work with RTC staff and the Technical Advisory Groups to develop a set of strategies that are intended to address the issues, gaps, and opportunities identified in Task 16. These strategies will be a combination of services, policies, and programs. The following categories and specific strategies will serve as a starting point for further examination:

New Service Types

- Develop Microtransit options to complement the bus system (including autonomous)
- Mobility on Demand/Flex services
- Develop low-cost TNC (Uber & Lyft) connections to transit
- Scheduled vanpool
- Provide new on-demand transit options for seniors and veterans
- Develop options for high capacity transit using Rapid Bus, BRT, LRT or Street Car

Network Redesign

- Frequent Transit Network
- Rapid Service Network
- Greater focus on markets where transit can compete well, less where it can't
- More direct services to major activity centers
- Increase route frequency system-wide to improve convenience and reliability (Maximum of 15-minute frequency)

Improvement to Existing Services

- More frequent service and longer hours
- Alignment changes to make service more direct
- Changes to stopping patterns (more stops, fewer stops, and/or relocated stops)
- Use commuter coaches for express routes
- Expand transit service area by extending routes, and collaborating with private transportation providers such as Uber and Lyft
- Provide complementary paratransit services to expanded service area by collaborating with private transportation providers, such as Uber and Lyft
- Improve access and mobility to underserved groups

First Mile and Last Mile Connections

- Pedestrian connections to/from major stations and stops
- Bicycle connections
- Rideshare
- Bikeshare
- Scooter-share

- Park and ride
- Private shuttles
- Microtransit
- Rideshare partnerships
- Provide improved pedestrian and bike access and connections to transit
- Provide accessible paths and crossings to transit stops, centers, and hubs
- Convert or retrofit existing roads, where feasible, to make them safe for all users (bicyclists, pedestrians, motorists, and transit patrons)

Transit Priority

- Transit signal priority
- Transit Emphasis Corridors
- Bus lanes
- Queue jump lanes
- Curb extensions/bus bulbs
- Use of freeway shoulders when regular lanes are congested

Better Facilities and Amenities

- New transit centers
- Neighborhood mobility hubs
- Better bus stop amenities, including cooling
- Improve lighting at bus stops to provide security for passengers
- Improve bus stop safety by relocating shelters at least 10' from back of roadway curb, and/or providing protective systems like bollards
- Provide enhanced on-bus security by using new technology, for example, cameras with facial recognition and data analytics

Partnerships

- Integration with private shuttles
- Rideshare partnerships
- Community partnerships/service buy-ups
- TMA/business partnerships
- Develop public-private partnerships with employers and private transportation providers for mobility on demand services to provide more mobility options in the marketplace

Technology

- Autonomous transit
- Open fare payment
- Mobility as a Service (MaaS)
- More extensive real-time passenger information
- Clean buses/green fleet

Fares

- Changes to Strip fares
- Casino/business partnerships
- Expanded UPass partnerships

To identify specific strategies, the Nelson/Nygaard team will start with the issues and opportunities articulated during Task 16 and work with RTC and the Technical Advisory Groups to identify strategies that could best address each issue, gap, or opportunity.

This strategy identification process will develop a very large and robust list of potential improvements. To present these, the Nelson/Nygaard team will develop:

- A description of overall improvement strategies that would provide the best opportunities for improving service, plus a description of potential changes by strategy and for key geographical areas.
- Strategy papers that (1) describe the strategy, (2) provide examples of how the strategy is used elsewhere, (3) illustrate how it could be employed in Southern Nevada, and (4) identify a decision process or criteria for determining how, where, or when to implement each strategy.

These strategies will be used as “building blocks” for the development of mobility and transit improvement scenarios in Task 21 that will make mobility alternatives – including transit – more competitive.

Deliverables:

- *Series of transit strategy papers that describe potential strategies, how they are used elsewhere, and how they could be used in Southern Nevada.*
- *Transit Strategies briefing book that provides an overview of all of the potential strategies.*

Task 18: Competitiveness Strategies Implementation Alternatives

[RTC anticipates a Southern Nevada-based subcontractor with extensive local knowledge and relationships with local agencies will be added to the Nelson/Nygaard team to conduct or support this task]

Task 18 will develop a preliminary set of locally-appropriate example projects or activities to implement the Mobility and Transit Competitiveness Strategies identified in Task 17. This list of projects associated with each strategy will help the public understand and visualize the potential implementation of each Competitiveness Strategy.

To develop these strategies, the Nelson/Nygaard team will develop an implementation plan for each strategy that identifies potential locations and activities to implement the strategy. If a strategy were to advance into the Mobility Plan’s final set of recommendations, these implementation examples will provide insight into how the strategy would be implemented.

1. These locations and potential activities will be developed with extensive consultation with local agencies, TAG input, Stakeholder input, and a public engagement process.
2. If a strategy includes route or service changes or infrastructure, the team will identify potential short- and long-term locations.
3. *[Optional, at RTC’s discretion]* As part of the identification of strategy implementation alternatives – primarily the identification of specific locations for projects or improvements – the consultant team will conduct public engagement processes with stakeholders and neighborhoods to explain potential projects and identify issues and potential solutions that would support eventual potential completion of each project or implementation activity.
4. Implementation alternatives will not include any specific designs or preliminary engineering, although they may include sketch plans or conceptual drawings.

Deliverables:

- *Lists and descriptions of projects that would implement each strategy in Southern Nevada. Projects may be phased and should not be developed beyond the planning phase of identifying*

their purpose, function, and potential location. Locations may be specific or generalized to neighborhoods, corridors, or parts of the Southern Nevada region.

- *Potential project locations (maps and GIS files)*
- *[Optional at RTC's determination] – Summaries of public engagement events and activities carried out to establish appropriate locations for implementation projects or activities for each strategy.*

Task 19: High Capacity Transit Final Recommendations (March 2019 – July 2019)

Using the results of HCT feasibility study developed in Task 14 and the mobility and transit targets developed in Task 15, the Nelson/Nygaard team will work in collaboration with RTC staff to develop a recommended High Capacity Transit system with specific alignments and a phased implementation approach that reflects the consensus of local jurisdictions and key stakeholders.

The project team will develop an initial proposed recommended system and alignments and then work in collaboration with RTC staff to conduct an iterative process of meetings with local agencies and stakeholders to describe the proposal, elicit feedback and suggested alterations, and make revisions. The project team and RTC staff will repeat this process until a consensus plan for the overall system, specific alignments, and phased implementation has been developed.

One key conclusion from the development of initial system scenarios is that there have been mismatches between where stakeholders desire HCT and where it would be most effective. At each point throughout the process, the Nelson/Nygaard team will rely on the data and analysis conducted up to that point to describe the potential performance and effectiveness of the system so that stakeholders can understand the trade-offs between alternative alignments and system configurations.

After a final consensus system configuration has been developed, the Nelson/Nygaard team will evaluate the system using the On Board HCT Evaluation Framework, the Key Performance Indicators developed in Task 2A, and the overall transit and mobility targets developed in Task 2A.

The HCT Final Plan will contain the key elements identified in Task 14 of the existing On Board High Capacity Transit Plan Scope of Services.

Deliverables:

- *Briefing book on Final HCT Plan*

Task 20. Emerging Mobility Technologies Assessment

Background

Urban mobility is in the midst of significant technological change, introducing major disruptions for traditional transportation methods. Not since the mid-20th century have new tools, information, and mobility options so profoundly changed the way we evaluate, plan, and build transportation infrastructure. With the growing availability of data systems, platforms, and service providers—and the associated disruption in the marketplace—transit agencies are rethinking ways to leverage these advancements to connect more riders to transit.

With current uncertainty around federal funding for transit agencies, new private mobility service providers (MSPs) are taking the lead to serve passengers' changing expectations. Running the gamut from transportation network companies (TNCs, e.g. Uber, Lyft), ride-sharing (e.g. Via, UberPool), microtransit (e.g. Via, Transloc/Ford), to other shared mobility services (e.g. bikeshare, scooters, car2go, Zipcar) and beyond, MSPs can offer on-demand flexibility, convenient service hours, and easy payment for smartphone users. Each of these MSP developments has the potential to significantly impact Southern Nevada's overall mobility, and may divert riders away from public transit services. Identifying these trends and determining potential responses or other actions as part of this Mobility Plan is an important element for ensuring that the overall mobility system and alternatives are efficient, and provide residents and visitors the mobility options that they need and want.

Objective and Methodology

The Nelson\Nygaard project team will assess the potential impacts on mobility and transit – both in general and specifically related to the strategies identified in Task 17 – of emerging transportation technologies and generate potential approaches for RTC and Southern Nevada to maximize their applications for meeting the targets identified in Task 15. This task will help RTC identify:

- Opportunities and risks associated with new transportation technology
- Potential projects that might enable appropriate implementation of emerging technologies in Southern Nevada
- Additional business approaches
- Missing agency skills that need to be developed

To accomplish this, the project team will develop a matrix of strategies and known and emerging mobility technologies. The matrix will include estimates or descriptions of likely direct or indirect impacts of the technologies on the strategies. The set of potential impacts will be developed with input from RTC staff and the Technical Advisory Group. Potential impacts may include:

- Potential direct impacts such as
 - how the technology will impact mobility and transit (encourage/discourage; increase/decrease transit use, etc.),
 - how long the technology will take to develop;
 - whether the technology will deploy gradually or rapidly, and
 - how to assess when and how the technology should be implemented in Southern Nevada.

In addition, the matrix will include technologies that might generate indirect, but still important, impacts. For example, self-driving cars are likely to change how people value the time they spend traveling, and that attitudinal change could impact how people view different non-driving modal alternatives. Similarly, there is substantial uncertainty about whether increasing use of TNCs and autonomous vehicles will increase or decrease traffic congestion; the appeal of mobility alternatives or the strategies examined as part of the Mobility Plan could be impacted based on how TNCs and AVs are eventually implemented.

- The project team will use these descriptions of direct and indirect impacts to develop potential parameters of near-term and long-term opportunities and articulate considerations for inclusion in the Mobility Plan and Final Recommendation (Task 23). All strategies, implementation alternatives, and recommendations in the On Board Mobility Plan will be included in the matrix and assessed for these impacts.

- The project team will inventory any regional technology-related initiatives by the RTC or other stakeholders, as well as private sector service providers, to gauge the impact they are having or are likely to have on mobility and transit in the region. This inventory will include descriptions of the technological, policy, and institutional ecosystem; identify stakeholders; and identify institutional and private-sector roles and responsibilities.
- Nelson\Nygaard will also seek feedback from the Technical Advisory Group (TAG) and the RTC project team to identify the region's and agency's interests and alignment with driverless capabilities. This assessment will include a high-level overview of fleet considerations, dedicated transit lane design and vehicle-to-vehicle interoperability.
- The project team will provide an agency strategic assessment, working with the RTC team and transit staff to summarize perceived and real agency strengths, weaknesses, opportunities, and risks. This will provide a framework directly related to the initial and in-depth strategy evaluations, to ensure key issues are considered and addressed through detailed implementation planning.
- The Nelson\Nygaard team will apply this assessment of emerging technologies to the development of scenarios (Task 22) and Final Recommendations (Task 23) so that shared mobility technologies, policies, and practices identified to explore recommendations that seek to identify one or more preferred scenarios that best support the measures and targets from Task 15. For strategies incorporating emerging mobility technologies or that the assessment determines will be impacted by emerging technologies, and that are included in the Final Recommendations, the project team will provide actionable next steps and provide clear guidance – if relevant – on implementation.
- *[Optional, at RTC's discretion]* The Nelson\Nygaard team will work with the RTC and TAG to identify and prioritize up to three near-term opportunities to pursue pilot projects. The evaluation measures will be refined by the project team and through previous tasks and will build upon the current experiences of the RTC. The project team will explore other business approaches that could complement the suite of recommendations that could include items such as, but not limited to, retrofitting transit centers to be more inclusive of multimodal options (mobility hubs), organizational knowledge sharing, interlocal agreements, and cross-agency interoperability.

Deliverables:

- *Participation in up to four (4) Technical Advisory Group (TAG) meetings*
- *Project Suitability Matrix and Project Prioritization workshop presentation*
- *Implementation Strategies and Recommendations Report and Final Presentation*

Task 21: Economic Impacts and Opportunities for Mobility and Transit in Southern Nevada

The Nelson/Nygaard team will research, develop, and quantify the forecasted economic benefits of disparate capital and operational transit investment strategies. Examine economic benefits of current transit system and potential future investments. Will look at community-level impacts (total economic productivity, gross regional product, etc.) and individual or household-level impacts. This work will consist of the following:

Research and Peer Review

The team will review available studies, plans, and documents related to economic development and impacts within the Study Area, including:

- Southern Nevada Strong
- Henderson Strong
- Southern Nevada's Comprehensive Economic Development Strategy (CEDS)
- RTC of Southern Nevada
- City of Henderson
- City of Las Vegas
- City of North Las Vegas
- Clark County

The team will also:

- **Collect and review available studies, plans, and documents related to the economic benefits of transit from peer/model communities throughout North America.**
- Research, document, and incorporate findings from peer reviewed academic journals.
- Research example projects/programs/tools and relevant case studies.
- Incorporate findings from examples of alternative programs, projects and capital improvements from peer and model communities throughout North America.
- Facilitate up to 15 one-on-one meetings with local/national businesses, local/regional economic development stakeholders, peer/model communities or other stakeholders that can provide unique perspective and insight on example programs, projects and capital improvements and their associated economic impacts.

Inventory Range of Economic Impacts of Mobility and Transit Investments

Transit provides a number of economic benefits, from stimulating development to helping disadvantaged residents access jobs. This subtask will identify those impacts, which, among others, will include:

Mobility

- Transit forms part of a complete transportation network
- Travel time impacts
- Transit travel provides opportunity to maximize overall value of that time
 - Potential for increased productivity during travel time
 - Potential for increased consumption (entertainment, shopping, etc.) during travel time
 - Potential increased personal utility from other time uses (reading, sleeping, etc.) during travel time

Quality of Life

- Enables more attractive/more livable development
- Reduces need to build bigger and wider roads
- Enhanced public fiscal impacts
- Helps disadvantaged residents live full lives
- Reduces emissions

Economic

- Stimulates/focuses development and reduces sprawl

- Helps make cities more competitive and attracts a talented workforce
- Increases discretionary income

Health

- Contributes to more active lifestyle (reduces healthcare costs)

Estimate the Economic Benefits of Mobility and Transit Investment Strategies

Using the above information, the team will develop an initial understanding of the economic benefits of the following transit investment strategies, including the economic impact of each strategy across the broad benefit categories should be understood to allow each strategy to be included in scenarios optimized for a specific benefit category or performance indicator. Then, through research, planning, and a stakeholder/public process, the team will identify which of the above strategies will be included in different transit investment scenarios. Strategies advanced through the planning process will be analyzed for their anticipated monetized economic benefit.

Develop a Forecast of the Economic Benefits of Mobility and Transit Investment Scenarios

Using the above information, the team will develop and refine a methodology that may include a sketch planning tool that incorporates best practices and research findings to provide a forecast of the economic benefits of transit investment strategies and scenarios. This tool will include a summary of the baseline economic impacts of the current transit network and its impact on the economy of Southern Nevada. It will also include an assessment of the existing and currently planned future multimodal network within the study area and its forecasted economic benefit.

The tool will also be used to evaluate the scenarios developed in Task 21.

Utilize the sketch planning tool to provide data/output that determines what/how-much economic benefit in dollars materializes when a specific scenario is modeled within the study area.

Deliverables:

- *Briefing book about the Economic Impacts and Benefits of Transit in Southern Nevada*
- *Sketch planning tool for estimating economic impacts and benefits of transit*

Task 22: Mobility Improvement Scenario Development and Evaluation

Objective

Combine different strategies and HCT implementation options into 2-3 mobility and transit scenarios that each maximize one or more desired outcomes developed in Task 15. Evaluate scenarios using the evaluation framework criteria developed in Task 15.

To determine the best way make different mobility alternatives – including transit service – more competitive, the team will combine different strategies into scenarios, each of which will build upon work conducted in previous tasks. The scenario approach has a number of benefits. First, some changes must be packaged with other complimentary changes, while others are mutually exclusive. In these cases, the scenario approach provides the ability to present a large number of potential changes in an understandable manner. Second, alternative strategies can yield similar results, and the scenario approach provides the ability to present these choices.

Develop Scenarios

Each scenario will be developed to represent different combinations of strategies and/or that will emphasize certain strategies, rather than entire packages that would need to be selected as a whole. They will also be designed to ensure that all of the “pieces” fit together as a system. The scenarios may also reflect different expenditure levels. In total, the purpose will of the scenarios will be to determine which strategies, or combinations of strategies, would generate the highest levels of support, and then to ultimately combine the best elements of each scenario into a recommended plan.

The team will develop two to three scenarios. Once developed, they will be presented in formats that are easy for stakeholders to understand using maps, written descriptions, and illustrations, but at the same time describe the critical elements of each scenario, including specific services, expected impacts, and costs. The scenarios will be developed as follows:

Evaluate Scenarios

The evaluation of the scenarios will start by vetting them with the public and other stakeholders. This engagement will consist of a variety of in person and web-based input designed to determine:

- What levels of interest or support the public holds for different strategies and improvements
- Preferences and how trade-offs should be made
- Issues that need to be addressed before recommendations are developed

The team will evaluate each scenario using the evaluation framework developed in Task 15 to determine which scenarios are likely to achieve the highest level of performance and attainment of KPIs and/or targets. For key measures, such as ridership and costs, this will be on a service-by-service or program-by-program basis. The team will then present impacts in written and graphical formats, with an emphasis on illustrating meaningful differences between alternatives and clear presentation. The team will present findings in both absolute terms and relative terms, but with a greater focus on presenting relative differences to facilitate decisions.

Develop Recommendations

Determine one optimal (recommended) scenario that best maximizes all desired mobility and transit outcomes. Include phased implementation as needed so that the final recommended plan identifies initial actions and long-term actions

Deliverables:

- *Scenario Briefing Book designed for public distribution that describes each of the scenarios prior to evaluation.*
- *Additional materials designed for presentations and other outreach activities (for example, surveys, presentations, web materials, etc.).*
- *Summaries of the public input received on the scenarios.*
- *Spreadsheets and technical memoranda that present the evaluation methodology and results.*

Task 23: Recommended Plan

Following the completion of scenario evaluations, the Nelson/Nygaard team will examine the results and work with RTC staff and the Technical Advisory Group to determine the degree to which individual services and programs further the project’s vision, goals, and objectives. In cases where they do, they will be included in the final program. In cases where they do not, the team will work with project staff

to determine appropriate changes. In some cases, this will require additional evaluation of new options, and to a limited extent, this will be an iterative process to develop the final recommendations and an implementation plan.

These recommendations will be wide ranging and will include short, mid, and long-range improvements designed to make Southern Nevada's transit much more competitive. It will also include phased implementation as needed so that the final recommended plan identifies initial actions and long-term actions

Nelson/Nygaard will first produce a draft Final Plan and Recommendations report for review by RTC staff, the Technical Advisory Group, and by the public and other stakeholders. Based on feedback received, the team will edit and finalize the plan.

Deliverables:

- *Regional Mobility Final Plan that will present a brief overview of the work conducted as part of the On Board study and then focus on the recommendations. This report will also be produced in a Briefing Book format that will be highly graphic and usable for public entities, including the general public.*

Finally, as described in the previous sections, this study will produce a large number of documents and briefing books, as well as other technical documents. These will all be developed as standalone documents that will comprise a project "library."

TIMELINE

The work described in this contract amendment will formally run until June 30, 2020, although **all work tasks contained in this amendment are expected to be completed by January 31, 2020**. A detailed anticipated timeline is included as Attachment A1.

BUDGET MODIFICATION

This amendment adds a total of \$1,500,000 to complete the tasks in the revised scope:

Task	Description	Budget
Task 1	Project Management	\$66,500
Task 2	Stakeholder Coordination	\$135,000
Task 3	Public Outreach	\$273,000
Task 15	Goals, Objectives, and Targets for Mobility and Transit	\$40,000
Task 16	Competitiveness Issues, Gaps, and Opportunities	\$45,000
Task 17	Mobility and Transit Strategies	\$62,500
Task 18	Competitiveness Strategies implementation	\$130,000
Task 19	High Capacity Transit Final Recommendations	\$40,000
Task 20	Emerging Mobility Technologies Assessment	\$95,500
Task 21	Economic Impacts and Opportunities for Mobility and Transit in Southern Nevada	\$135,000
Task 22	Mobility Improvement Scenario Development and Evaluation	\$197,500
Task 23	Recommended Plan	\$50,000
	RTC-determined Outreach Contingency (Task 2, Task 3)	\$80,000
	RTC-determined Implementation Alternatives Contingency (Task 18)	\$50,000
	RTC-determined Project Contingency	\$100,000
Total	Total Additional Funds	\$1,500,000

Attachment A1 – On Board Phase 2 (Mobility Plan) Project Timeline

(Note: All Outreach activity dates are estimates subject to task-related schedules and other RTC meeting dates)

Task	Project Task/Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
14	Phase 1: HCT Feasibility Study Complete HCT Feasibility Report		T S T													
15	Phase 2: Regional Mobility Plan Goals, Objectives, and Targets for Mobility and Transit		T	T S												
16	Competitiveness Issues, Gaps, and Opportunities			T S	T				S							
17	Mobility and Transit Strategies			T S	T S		T S									
18	Competitiveness Strategies Implementation Alternatives				T		T S			T						
19	High Capacity Transit Recommendations				T S	T										
20	Emerging Mobility Technologies Assessment				T S	T		T								
21	Economic Impacts of Mobility and Transit				T	T		T S								
22	Mobility Improvement Scenario Development & Evaluation					T	T S	T				T S				
23	Recommended Plan												S B	T		
	Outreach Activities (Stakeholder & Public Engagement)															
	TAG Meetings (7)		1	2	3		4	5				6		7		
	Stakeholder Briefings – Dates TBD															
	Community Stakeholder Meetings (4)															
	Community Engagement Efforts (3)															
	TRAC – Dates TBD (4)															
	RTC Board (3)															

Outreach Activities Legend: T = TAG Meeting; B = Stakeholder Briefings; S = Community Stakeholder Meeting

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input checked="" type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: APPROVE AMENDMENT		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 02 TO CONTRACT NO. 17-018A, RTC RIDE ON-DEMAND PILOT PROGRAM, WITH LYFT, INC. TO EXTEND THE TERM FOR AN ADDITIONAL 12 MONTHS, ADD \$1,000,000.00, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Funds in the amount of \$1,000,000.00 are available in the Transit Fund for Fiscal Year (FY) 2019. Funds will be budgeted in the same fund in FY 2020.

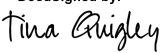
BACKGROUND:

On October 4, 2016, the Regional Transportation Commission of Southern Nevada (RTC) issued Request for Information (RFI) No. 17-018, titled "On-Demand Same-Day Paratransit & Senior Services." As a result of the RFI, the RTC approved a pilot program and agreement with Lyft, Inc. (Lyft) on February 8, 2018, and subsequent amendment on March 8, 2018. Through this pilot, paratransit customers have experienced more flexible service and more freedom in their mobility by scheduling on-demand rides through Lyft. In addition to the benefits for RTC customers, the RTC has also recognized a cost savings. On-demand or same-day service is not available under the current Americans with Disabilities Act (ADA) paratransit service.

The RTC is currently developing a scope of services to incorporate the mobility options that Transportation Network Companies (TNC), such as Lyft, provide with the Federal Transit Administration (FTA) ADA requirements. The FTA has stated that the RTC's complementary and optional on-demand pilot program has no time-length restriction.

The recommendation is to approve Amendment No. 02 which will extend the term of the contract to February 07, 2020 and add \$1,000,000.00 to the existing contract, for a revised not-to exceed amount of \$1,450,000.00. Staff recommends approval.

Respectfully submitted,

DocuSigned by:

1EF079E7DF294EE...

TINA QUIGLEY
General Manager

tah

**RTC Item #28
February 14, 2019
Consent**

AMENDMENT NO. 02

**CONTRACT NO. 17-018A
RTC RIDE ON-DEMAND PILOT PROGRAM**

This AMENDMENT No. 02 is made and entered into on this **14th day of February, 2019**, by and between the Regional Transportation Commission of Southern Nevada, a local government in the State of Nevada (“hereafter referred to as the “RTC”) and Lyft, Inc., (“hereafter referred to as the “Company”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the PARTIES entered into CONTRACT No. 17-018A entitled “RTC Ride On-Demand Pilot Program” dated February 8, 2017; and subsequent amendment dated March 8, 2018

WHEREAS, the RTC desires to amend the CONTRACT in order to extend the term of the CONTRACT; and

WHEREAS, the RTC desires to amend the CONTRACT in order to add an additional \$1,000,000.00 to the CONTRACT; and

NOW THEREFORE, in mutual consideration of the mutual covenants, promises, terms and conditions herein, it is mutually agreed by the RTC and COMPANY to amend the CONTRACT as follows:

AGREEMENT

- 1. Section 2(b) Performance Period is amended as follows:

RTC and COMPANY agree to amend the CONTRACT to extend the Performance Period from **February 7, 2019 to February 7, 2020**.

- 2. Exhibit A, Section 5 “RTC Obligations,” Subsection B “Budget” is amended as follows:

The not-to-exceed amount is increased from \$450,000.00 to \$1,450,000.00 for the term of the contract.

All other provision, covenants, and conditions of the original CONTRACT shall remain in full force and effect and the CONTRACT is incorporated into this AMENDMENT NO. 02 by reference.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT No. 02 as of the date first written above.

**REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA**

LYFT, INC.

DocuSigned by:
GYRE RENWICK
47E8314AAE24427

GYRE RENWICK
Vice President

LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

DocuSigned by:
GREG GILBERT
0E6EC22BB31D4A3

GREG GILBERT
RTC Outside General Counsel

ATTEST:

MARIN DUBOIS
Management Analyst

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: APPROVE AMENDMENT		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 2 TO CONTRACT 17-045, ANNUAL FINANCIAL STATEMENT AUDIT SERVICES, WITH CROWE HORWATH LLP TO INCREASE FUNDING BY \$4,000.00, FOR A REVISED NOT-TO-EXCEED AMOUNT OF \$90,966.00 FOR FISCAL YEAR 2019, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT; OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

Funds in the amount of \$90,966.00 are budgeted and available in the Administrative Fund in Fiscal Year (FY) 2019.

BACKGROUND:

On March 9, 2017, the Regional Transportation Commission of Southern Nevada (RTC) approved Contract 17-045, Annual Financial Statement Audit Services, with Crowe Horwath, LLP for a base contract term from March 9, 2017 to March 31, 2018, with three one-year renewal options. On February 20, 2018, the RTC exercised option year one for the period of April 1, 2018 to March 31, 2019. Amendment No. 1 was approved on September 13, 2018.

Amendment No. 02 will increase the contract by \$4,000.00 from \$86,966.00 to \$90,966.00 for Fiscal Year 2019. The additional funding is required for additional auditing procedures performed for the new Governmental Accounting Standards Board pronouncement for other postemployment benefits.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

 1EF079E7DF294EE...

TINA QUIGLEY
General Manager

**RTC Item #29
February 14, 2019
Consent**



AMENDMENT NO.2
CONTRACT NO. 17-045
ANNUAL FINANCIAL STATEMENT AUDIT SERVICES

This AMENDMENT NO.2 is made and entered into as of this **14th** day of **February 2019**, (“Effective Date”), by and between the Regional Transportation Commission of Southern Nevada, (hereinafter referred to as “RTC”) and Crowe Horwath LLP (hereinafter referred to as “CONTRACTOR”), collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS, the PARTIES entered into CONTRACT No. 17-045 entitled “Annual Financial Statement Audit Services” (hereinafter referred to as “CONTRACT”) dated March 9, 2017, subsequently amended on September 13, 2018; and

WHEREAS, the PARTIES desire to amend the CONTRACT in order amend the cost of the CONTRACT;

NOW THEREFORE, in mutual consideration of the mutual covenants, promises, terms and conditions herein, the RTC and the CONTRACTOR to amend the CONTRACT as follows mutually agree it:

AGREEMENT

A. The Parties agree to amend the CONTRACT to add **\$4,000.00** to \$86,966.00 for a not- to-exceed amount of **\$90,966.00** for additional time incurred by Crowe as a direct result of new accounting guidance for other postemployment benefits required to be implemented for fiscal year 2018. The pronouncement required a change in accounting for postemployment benefits and increased disclosures over an employer’s liability for postemployment benefits. Crowe engagement team was required to perform expanded substantive audit procedures and review of financial statement disclosures. This extra time is outside of the planned scope of the audit.

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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT as of the date first written above.

CROWE HORWATH LLP

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

DocuSigned by:
Katherine V. Lai
53F728AED95042E...

By:
KATHERINE V LAI, CPA, CGMA
Partner

By:
LAWRENCE L. BROWN III
Chairman

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
Greg Gilbert
0E6FC22BB31D4A3...

By:
MARIN DUBOIS
Management Analyst

By:
GREG GILBERT
RTC Outside General Counsel

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input checked="" type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: AWARD BID		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE AWARD OF BID NO. 17-050CON, INTEGRATED BUS MAINTENANCE FACILITY (IBMF) BUS WASH IMPROVEMENT PROJECT, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, SLETTEN CONSTRUCTION OF NEVADA, INC. (SLETTEN CONSTRUCTION), IN THE AMOUNT NOT-TO-EXCEED \$4,114,426.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Funds in the amount of \$4,114,426.00 are budgeted and available in Transit Fund for Fiscal Year 2019. Of the total contract amount, \$2,923,011.11 is eligible for reimbursement with federal funds with \$1,191,414.89 as the local match.

BACKGROUND:

Bid No. 17-050CON, IBMF Bus Wash Improvement Project, was issued on November 20, 2018. The bids were received and opened at a public bid opening on December 11, 2018. The result follows:

Bidder	Amount
SLETTEN CONSTRUCTION OF NEVADA, INC	\$4,114,426.00

The federal Disadvantaged Business Enterprise/Small Business Enterprise mandatory project specific goal is 8.7 percent. The bidder's commitment is 14.9 percent.

Staff recommends approval of the contract and award of the bid to the lowest responsive, responsible bidder, Sletten Construction, in the not-to-exceed amount of \$4,114,426.00.

Respectfully submitted,

DocuSigned by:

1EF079E7DF294EE...

TINA QUIGLEY
General Manager

tnb

**RTC Item #30
February 14, 2019
Consent**



RTC CONTRACTOR AGREEMENT

THIS RTC-CONTRACTOR AGREEMENT (the “Contract”) is made and entered into this 14th day of February, 2019, by and between the Regional Transportation Commission of Southern Nevada, a local government in the State of Nevada (the “RTC”) and Sletten Construction of Nevada, Inc., (the “Contractor”).

RECITALS:

WHEREAS, the Contractor having submitted a Bid to the RTC for the construction of the project commonly known and referred to as Integrated Bus Maintenance Facility (IBMF) Bus Wash Improvement Project, Bid No. 17-050CON; and

WHEREAS, the RTC Commission, after due consideration of the submitted bids, awarded a contract to the Contractor for the construction of the Project in the amount set forth below.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. **PROJECT DESCRIPTION.** The Project consists of the construction more fully set forth and described in the Contract Documents (defined in the Drawings, included in the Bid Documents, as defined in the Definitions in Exhibit C, General Conditions attached hereto).
2. **CONSTRUCTION COVENANT.** The Contractor hereby covenants and agrees to undertake and complete the Work (defined in the Scope of Work in Exhibit A, General Conditions in Exhibit C attached hereto and specifications and drawings) in a good, substantial and workmanlike manner. The Contractor further agrees to provide the materials, labor, tools, and equipment necessary to properly and expeditiously complete the Work in strict accordance with the requirements of the Contract and to accept payment of the Contract Amount as complete compensation therefore (including all of the expenses, direct or indirect, incurred by the Contractor in connection therewith).
3. **CONTRACT AMOUNT.** For performance of the Work, the RTC agrees to pay the Contractor the following lump sum fixed amount: **Four Million, One Hundred Fourteen Thousand, Four Hundred Twenty-six Dollars and Zero Cents (\$4,114,426.00)** (the “Contract Amount”). The aforementioned amount is subject to increase or decrease as provided in the Contract.
4. **DOCUMENT INCORPORATION.** The Contract consists of this two page document and the following documents attached or as referenced to are incorporated herein as a part hereof:
 - A. Bid Proposal (including attachments thereto), Exhibit B (attached)
 - B. General Conditions, Exhibit C (attached)
 - C. Special Provisions, included in the Bid Documents (as defined in the General Conditions)
 - D. Drawings, included in the Bid Documents (as defined in the General Conditions)
 - E. Addenda No. 1, dated December 6, 2018; No. 2, dated December 10, 2018; and associated Drawings, included in the Bid Documents (as defined in the General Conditions)
 - F. Current Certificate(s) of Insurance and Endorsement(s) submitted by Contractor
 - G. Performance Bond, Labor and Material Payment Bond, and Guaranty Bond submitted by Contractor
 - H. 5% and 2 Hour Subcontractor Lists (as attached)
 - I. Prevailing Wage Rates and/or Federal Wage Rates, Exhibit D (as attached)
 - J. Federal Conditions, Exhibit E (as attached)
 - K. Attachments included in the NGEM website
 - L. Invitation to Bid No. 17-050CON IBMF Bus Wash Improvement Project
5. **COMMENCEMENT AND COMPLETION DEADLINE.** Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve Substantial Completion of the entire Work within **420 calendar days** thereafter, subject to adjustments of this Contract Time as provided in the Contract Documents.
6. **LIQUIDATED DAMAGES.** Liquidated Damages are provided for in Section GC.6 (all paragraphs except GC.6.B) of

IN WITNESS WHEREOF, the RTC and the Contractor have made and executed this Agreement on the day and year first above written.

SLETTEN CONSTRUCTION OF NEVADA, INC.

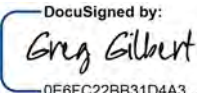
REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

By: 
337D781C62524D2...
DANE CARTER
Senior Vice President

By: _____
LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

ATTEST:

By: 
0E6FC22BB31D4A3...
GREG GILBERT
RTC Outside General Counsel

By: _____
MARIN DUBOIS
Management Analyst

EXHIBIT A SCOPE OF WORK

- A. This work shall consist of but not be limited to the following:
1. Fixed Route Bus Wash Building/Paratransit Bus Wash Building improvements and on site improvements. This work shall include the removal of all bus wash rails, bus wash tanks, bus wash supports, bus wash equipment, installation of new electrical power/underground conduit installations and power upgrades as needed. The work shall also include the removal/replacement of all appurtenance, all tanks, gratings, removal and disposal of all remaining water in the sump and drains, all conduits, wire, piping, plumbing and the removal of all bus wash related equipment at both bus bays.
 2. All removals shall be marked, identified and agreed upon with the Owner prior to the commencement of any demolition. The work shall include the complete removal of all supports, screws, hangers and trapeze equipment.
 3. The contractor shall remove all paint and epoxy from the walls, floors and all surfaces to produce a clean substrate in all rooms, bus wash bays in both Fixed Route and Paratransit buildings. The Owner shall inspect and approve final cleaned surfaces prior to the start of rebuild activities.
 4. The contractor shall dispose of all equipment, debris and appurtenances at no cost to the Owner. If there are any specialty disposals, the contractor shall have included the costs for these disposals in their respective bid. The failure to identify and include such disposal costs shall not result in the Owner compensating the contractor.
 5. The contractor shall seal all floor/wall openings in the bus lanes and sump with concrete/or other permeable materials that shall not create leaks and shall be structurally sound.
 6. The contractor shall power wash all walls, floors, sumps and all surfaces prior to the painting or epoxy installation and shall allow for the requisite time to have elapsed prior to the approved installations.
 7. The contractor shall install a temporary bus wash at the Fixed and Paratransit Bus wash buildings prior to the decommissioning, demolition/removal process of the existing bus wash equipment at no cost to the Owner. This temporary wash shall be connected to the required power, water/drainage and shall be maintained/operational by the contractor during the duration of the project and shall be included in the contractors bid.
 8. This temporary bus wash shall be installed, maintained and removed at no cost to the Owner. All power/electrical/drainage connections/disconnections are the sole responsibility of the contractor.
 9. The Fleetwatch systems equipment and appurtenances shall be removed from service, all conduits, hangers and supports, and all related equipment is to be removed and stored during demolition. In addition, the contractor shall coordinate with Fleetwatch on the demolition, re installation and operations of the existing equipment and shall be responsible for any damage, missing inoperable parts and assure operation. The removal, reinstallation, demonstration and operation of this system shall be part of the base contract.
 10. The contractor shall coordinate the installation of the new bus wash systems with the manufacturer and the work shall include all conduits, wire, plumbing, drainage, hangers, support, paint/epoxy as well as all appurtenances to provide fully functional, operational and acceptable bus wash systems.
 11. The contractor shall provide a minimum of three coats of epoxy paint on all bus wash building wall/floor/ceiling surfaces in the bus wash bays, rooms, and all spaces in both the Fixed Route and Paratransit buildings as part of this contract.
 12. The contractor shall as part of this contract plan of testing the new systems, per the manufacturer and Owner's requirements at no additional cost to the Owner.
 13. The contract work shall be coordinated in and around the operations of the IBMF site and shall not negatively affect the overall operations of the site.

RTC-CONTRACTOR AGREEMENT
EXHIBIT B – BID PROPOSAL
CONTRACT NO. 17-050CON
IBMF BUS WASH IMPROVEMENT PROJECT
PWP-CL-2019-103

EXHIBIT B
(to the RTC-Contractor Agreement)
BID PROPOSAL
To be attached upon award of Contract.



RTC ITB 17-050CON Addendum 2 Sletten Construction of Nevada, Inc. Supplier Response

Event Information

Number: RTC ITB 17-050CON Addendum 2
Title: IBMF BUS WASH IMPROVEMENT PROJECT
Type: Invitation for Bid
Issue Date: 11/20/2018
Deadline: 12/18/2018 03:00 PM (PT)
Notes: It is the intent of this formal Invitation to Bid (ITB) to receive Bid Proposals from qualified Bidders for the Integrated Bus Maintenance Facility (IBMF) Fixed Route Bus Wash Building and Paratransit Bus Wash Building improvements and on site improvements. In accordance with the bid specifications and conditions, this work shall include the removal of all bus wash rails, bus wash tanks, bus wash supports, bus wash equipment, installation of new electrical power and or underground conduit installations and power upgrades as needed. The work shall also include the removal and replacement of all appurtenance, all tanks, gratings, removal and disposal of all remaining water in the sump and drains, all conduits, wire, piping, plumbing and the removal of all bus wash related equipment at both bus bays.
This site is located at 3180 Citizens Avenue in North Las Vegas, NV 89032.

Contact Information

Contact: Tonita Brown
Address: Regional Transportation Commission of Southern Nevada

600 S. Grand Central Parkway
Purchasing and Contracts
Las Vegas, NV 89106-4512

Phone: (702) 676 x1507
Fax: (702) 676 x1518
Email: brownt@rtcshv.com

Sletten Construction of Nevada, Inc. Information

Address: 5825 S. Polaris Avenue
Las Vegas, NV 89118
Phone: (702) 739-8770
Fax: (702) 739-9932

By selecting the

Craig Felts
Signature

cfelts@sletteninc.com
Email

Submitted at 12/18/2018 4:48:19 PM

Requested Attachments

BIDDER'S BUSINESS LICENSE

NV State Business License Exp 7-31-2019.pdf

Bidder must upload a copy of the Bidder's business license. The Bidder's business license is required to be submitted with Bid.

BID PROPOSAL INFORMATION

RTC_ITB_NO._17-050CON_BID_PROPOSAL_INFORMATION.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

BID BOND

RTC IBMF Bus Wash Bid Bond.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

5% SUBCONTRACTOR LIST

RTC_ITB_NO._17-050CON_5%_SUBCONTRACTOR_LIST.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

RTC_ITB_NO._17-050CON_ORG_CONFLICT_OF_INT_STATEMENT.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

DISCLOSURE OF OWNERSHIP FORM

RTC_ITB_NO._17-050CON_DISCLOSE_OF_OWNERSHIP.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

FEDERAL CONDITIONS FORMS

RTC_ITB_NO._17-050CON_EXHIBIT_E_FED_CONDITIONS_FORMS.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

2-HOUR SUBCONTRACTOR LIST

No response

The THREE APPARENT LOW BIDDERS are required to submit the 1% Subcontractor List within TWO HOURS of the Bid Opening OR this form may be uploaded and submitted with the online bid.

BID SCHEDULE OF VALUES

No response

The THREE APPARENT LOW BIDDERS are required to submit the Bid Schedule of Values within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

LIST OF COMPLETED PROJECTS

No response

The THREE APPARENT LOW BIDDERS are required to submit the List of Completed Projects within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

SUPPLIER LIST

No response

The THREE APPARENT LOW BIDDERS are required to submit the Supplier List within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

SUPERINTENDENT RESUME

The THREE APPARENT LOW BIDDERS are required to submit the Name of Superintendent and Resume of completed projects by the Superintendent in his or her capacity as a Superintendent within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

Bid Attributes**1 BIDDER TAX ID NUMBER**

Enter Bidder's tax ID number.

2 NEVADA STATE CONTRACTOR'S LICENSE

Bidder's Nevada State Contractor's License Number, Classification, and Monetary Limit (if any)

3 BID PROPOSAL ACKNOWLEDGEMENT

The Bidder hereby proposes and agrees to the following:

- A. To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders.
- B. To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Schedule and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract.
- C. To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the RTC.
- D. To provide the required bonds and insurance, as applicable, and to execute and return the required RTC-Contractor Agreement and all required attachments, to the RTC within the time set forth in the Instructions to Bidders.

4 BIDDER REPRESENTATION ACKNOWLEDGEMENT

The Bidder hereby represents to the RTC the following:

- A. That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be furnished in order to complete the Work.
- B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.
- C. That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule and agrees that the RTC shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal.
- D. That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.

5 ADDENDA ACKNOWLEDGEMENT

Prior to the Bid Opening, the RTC will post any Addenda on the NGEM website. The Bidder hereby acknowledges, however, that it is responsible for ascertaining the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal.

The failure of the Bidder to review the NGEM website to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) to accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

Recognizing this responsibility, the Bidder hereby acknowledges receipt of any and all addenda issued in connection with this solicitation.

 Acknowledged
6 MANDATORY DISADVANTAGED BUSINESS ENTERPRISE/SMALL BUSINESS ENTERPRISE (DBE/SBE) GOAL

The RTC has established a mandatory SBE goal that is 8.7% of the total dollar value of the contract. Bidder acknowledges that it has read and understood the provisions regarding the SBE goal.

 Checkbox
Bid Lines**1 WORK.**

All Work associated with the project. This item shall be priced as a lump sum and shall include all costs, including, but not limited to, the construction and services required by the Contract Documents, whether complete or partially completed, all labor, materials, equipment, management, supervision, overheads, profit, applicable taxes, and services provided or to be provided by the Contractor to fulfill its obligations under the Contract. The Work may constitute the whole or part of the Project.

Quantity: 1 UOM: LS Unit price: Total:

2 OWNER CONTROLLED ALLOWANCE.

Any work performed under the Owner Controlled Allowance shall not be performed until the Contractor is instructed to proceed by the RTC in writing. The Contractor and the project manager will keep strict account of all costs involved with the Owner Controlled Contingency.

Quantity: 1 UOM: OWNER CONTROLLED ALLOWANCE Unit price: Total:

Item Notes: The Owner Controlled Allowance will be added to all Bid submissions and will be displayed in the Bid tabulations.

3 PERMIT ALLOWANCE.

The Contractor is responsible for obtaining all permits and fees and shall provide proof of payment for each with its progress payment requests.

Quantity: 1 UOM: PERMIT ALLOWANCE Unit price: Total:

Item Notes: The Permit Allowance will be added to all Bid submissions and will be displayed in the Bid tabulations.

Response Total: \$4,114,426.00



BID BOND

BOND NUMBER: SCCNV121118

DATE EXECUTED: 12/11/2018

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has submitted a bid to the Regional Transportation Commission of Southern Nevada (herein the "RTC") to perform all work required under the Bid Documents issued in connection with Bid No. 17-050CON, of the RTC for the project commonly known and entitled, to wit: IBMF Bus Wash Improvement Project, PWP No. CL-2019-103 (herein the "Contract").

WHEREAS this bond is being issued to secure the execution of the Contract by the Contractor.

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, are held and firmly bound unto the RTC in the penal sum of five percent (5%) of the total amount of the bid submitted by the Contractor to the RTC for the work described in the Contract for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such if the Contractor is awarded a contract by the RTC and, within the time and manner required under the Bid Documents and the bid submitted to the RTC and furnishes the required insurance and bonds to guarantee faithful performance of the Contract with the RTC and the payment of labor and materials used in connection therewith, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

IN THE EVENT suit is brought upon this bond by the RTC and judgment is recovered, the Surety agrees to pay all costs incurred by the RTC in such suit, including a reasonable attorney's fee to be fixed by the Court.

Bond must be acceptable to the Regional Transportation Commission of Southern Nevada

Sletten Construction of Nevada, Inc.

(Principal Contractor)

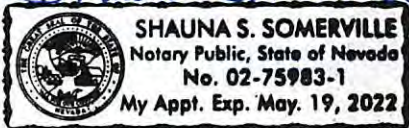
Dane Carter, Sr. Vice President

(Authorized Representative and Title)

By:

(Signature)

Shauna Somerville



Surety: Travelers Casualty & Surety Company of America

I-2110

(State of Nevada, License Number)

Timothy G. Lightbourne

(Appointed Agent Name)

By: Timothy G. Lightbourne

(Signature)

Address: PO Box 2009, Great Falls, MT 59403

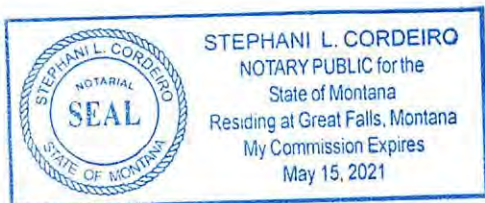
Telephone: (406) 761-5000

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

State of Montana
County of Cascade

This instrument was signed and acknowledged before me on December 11, 2018 by Timothy G. Lightbourne as Attorney-In-Fact of Travelers Casualty & Surety Company of America.

Stephani L. Cordeiro
Signature of Notary Public





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Timothy G. Lightbourne, of Great Falls, Montana, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11 day of December 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

SLETTEN CONSTRUCTION OF NEVADA, INC.
Nevada Business Identification # NV19861012709

Expiration Date: July 31, 2019

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 2, 2018

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled 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.



BID PROPOSAL INFORMATION

PWP NO. CL- 2019 - 103

COMPLETE AND UPLOAD IN NGEM

BIDDER INFORMATION:

BP.1 IN GENERAL

A. Bidder Name Sletten Construction of Nevada, Inc.

B. Contact Name Dane Carter

C. Address 5825 Polaris Ave.

D. City Las Vegas

E. State NV

F. Zip Code 89118

G. Telephone No. 702-739-8770

H. Fax No. 702-739-9932

I. E-mail Address dcarter@sletteninc.com

J. Tax ID No. 1001310500

K. A local emerging small business is defined in NRS 231 as a business that has been certified by the Office of Economic Development. Is the Bidder a certified local emerging small business? (Check one) Yes No

BP.2 NEVADA STATE CONTRACTOR'S LICENSE

A. License No. 0023972

B. Classification AB

C. Monetary Limit (if any) Unlimited

BP.3 BUSINESS LICENSE

A. Jurisdiction Clark County, Henderson, City of Las Vegas, City of North Las Vegas

B. License No. 1001079-240

BP.4 BID PROPOSAL

The Bidder hereby proposes and agrees to the following:

- A. To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders.
- B. To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Line Items (*see Line Items Tab in NGEM*), and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract.
- C. To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the RTC.
- D. To provide the required bonds and insurance, as applicable, and to execute and return the required RTC-Contractor Agreement and all required attachments, to the RTC within the time set forth in the Instructions to Bidders.

BP.5 BIDDER REPRESENTATIONS

The Bidder hereby represents to the RTC the following:

- A. That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be

- furnished in order to complete the Work.
- B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.
- C. That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule (*see NGEM Line Item tab*), and agrees that the RTC shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal.
- D. That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.

BP.6 ADDENDA

Prior to the Bid Opening, the RTC will post any Addenda for download on the NGEM website <https://nevada.ionwave.net>. The Bidder hereby acknowledges, however, that it is responsible for ascertaining the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal.

Recognizing this responsibility, the Bidder hereby acknowledges receipt of the following addenda:

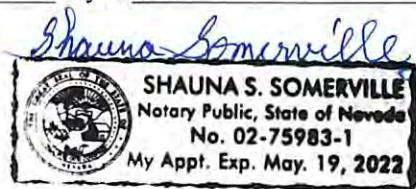
Addendum ¹ Initial _____	Addendum _____ Initial _____
Addendum ² Initial _____	Addendum _____ Initial _____
Addendum _____ Initial _____	Addendum _____ Initial _____

The failure of the Bidder to review the website specified above to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) to accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

BP.7 BIDDER CHECKLIST

The Bidder hereby submits the applicable attachments marked with an asterisk (*) in NGEM, as required in the IB.26 to be submitted as part of the sealed Bid Proposal at the Bid Opening.

IN WITNESS THEREOF, the Bidder hereby acknowledges and agrees to the terms, conditions and covenants set forth in this Bid document on this 18 day of December, 2018.



Stetten Construction of Nevada, Inc.
 Legal Name of Firm

 Authorized Signature
 Dane Carter
 Name/Typed or Printed
 Senior Vice President
 Title

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a Minority, Women or Disadvantaged Business Enterprise?

No Yes ~~-----If Yes, specify MBE WBE DBE-----~~

Has this firm been certified as a Minority, Women or Disadvantaged Business Enterprise?

No Yes ~~-----If Yes, specify Certifying Agency _____~~

Attach a copy of your certification



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

Individual Partnership Limited Liability Company Corporation Trust Other

Business Name: Sletten Construction of Nevada, Inc.

(Include d.b.a., if applicable)

Business Address: 5825 Polaris Ave.
Las Vegas, NV 89118

Business Telephone: 702-739-8770

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	Title
Erik Sletten	President / CEO
Dane Carter	Senior Vice President
Robert Nommensen	Corporate Financial Officer
Sletten is a 100% ESOP, S-Corporation and the Employees are owners of the Company.	

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:

None

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

Dane Carter
Print Name

12/18/2018
Date

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

1. Lack of Impartiality or Impaired Objectivity – when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.
2. Unequal Access to Information – The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. Biased Ground Rules – During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to proposes to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, in its discretion, cancel the contract award. In the event the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms “contract”, “supplier”, and “Purchasing Representative” modified approximately to preserve the RTC’s rights.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.



12-18-2018

Bidder/Proposer’s Signature and Date

Dane Carter

Typed or Printed Name

Senior Vice President

Title

Sletten Construction of Nevada, Inc.

Company Name

5825 Polaris Ave., Las Vegas, NV 89118

Company Address




2 HOUR SUBCONTRACTOR LIST

(List of First Tier Subcontractors Performing Over \$250,000 and First Tier Subcontractors Performing 1% of the Total Base Bid or \$50,000 Whichever is Greater and Bidder Performing 1% of the Total Base Bid and Which is not being Performed by a Listed Subcontractor)

The three low Bidders must submit this form if they have Subcontractor(s) meeting the requirements of NRS 338.141, and have it time-stamped within two hours after completion of the opening of the Bids. Submissions after the two hours will be rejected and/or returned unopened. The Contractor awarded the Contract shall not substitute any person for a Subcontractor who is named in this Bid, pursuant to NRS 338.141. If a Bidder does not submit this list and/or has not listed Subcontractor(s) that meet the statutory requirements, or lists a subcontractor that is on the Nevada Contractor's Board disqualified list, its Bid shall be deemed non-responsive. You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM*	NAME OF SUBCONTRACTOR OR BIDDER* PERFORMING WORK	NEVADA CONTRACTOR LICENSE NUMBER
All Work Not Listed Below	Sletten Construction of Nevada, Inc. Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	0023972
Waterproofing	Commercial Roofers Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	0044534
Overhead Doors	Custom Specialties Group Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	0053252
Paint & High Performance Coatings	Bruin Painting & Drywall Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	81365
Plumbing	P1 Group Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	70372
Electrical	P1 Group Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	73397

* If Bidder lists itself, it must include a description of the labor or portion of the work that it will perform; or a statement that it will perform all work other than that being performed by a subcontractor listed.

Bidder Name: Sletten Construction of Nevada, Inc. Bidder Signature: 
 Address: 5825 Polaris Ave., Las Vegas, NV 89118 Total Base Bid Amount \$ _____ Date: 12/18/18




2 HOUR SUBCONTRACTOR LIST

(List of First Tier Subcontractors Performing Over \$250,000 and First Tier Subcontractors Performing 1% of the Total Base Bid or \$50,000 Whichever is Greater and Bidder Performing 1% of the Total Base Bid and Which is not being Performed by a Listed Subcontractor)

The three low Bidders must submit this form if they have Subcontractor(s) meeting the requirements of NRS 338.141, and have it time-stamped within two hours after completion of the opening of the Bids. Submissions after the two hours will be rejected and/or returned unopened. The Contractor awarded the Contract shall not substitute any person for a Subcontractor who is named in this Bid, pursuant to NRS 338.141. If a Bidder does not submit this list and/or has not listed Subcontractor(s) that meet the statutory requirements, or lists a subcontractor that is on the Nevada Contractor's Board disqualified list, its Bid shall be deemed non-responsive. You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM*	NAME OF SUBCONTRACTOR OR BIDDER* PERFORMING WORK	NEVADA CONTRACTOR LICENSE NUMBER
Vehicle Wash Equipment / Install	Ennis Wash Systems Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	0067289
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	

* If Bidder lists itself, it must include a description of the labor or portion of the work that it will perform; or a statement that it will perform all work other than that being performed by a subcontractor listed.

Bidder Name: Sletten Construction of Nevada, Inc. Bidder Signature: 
 Address: 5825 Polaris Ave., Las Vegas, NV 89118 Total Base Bid Amount \$ _____ Date: 12/18/18



SUPPLIER LIST

**FOR UNIQUE OR PROJECT-SPECIFIC MATERIALS AND/OR
 MATERIALS USED IN SUBSTANTIAL QUANTITIES BY LISTED SUBCONTRACTORS**

BIDDER: Sletten Construction of Nevada, Inc.

MATERIAL TO BE PROVIDED	NAME OF SUPPLIER
Temp Pressure Washers	Hotsy Southwest Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Temp Wash-Bots	Bitimec Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Concrete	Calportland Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Rebar	Harris Rebar Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Concrete Waterproofing	Construction Sealants & Supply Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Hollow Metal and Hardware	Hallgren Company of Nevada Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE

**SUPPLIER LIST**

**FOR UNIQUE OR PROJECT-SPECIFIC MATERIALS AND/OR
MATERIALS USED IN SUBSTANTIAL QUANTITIES BY LISTED SUBCONTRACTORS**

BIDDER: Sletten Construction of Nevada, Inc.


MATERIAL TO BE PROVIDED	NAME OF SUPPLIER
Coiling Door	Alpine Door Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Bus Wash Equipment	Valley Steel Check if applicable: <input checked="" type="checkbox"/> DBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Plumbing Materials	Ideal Supply, Inc. Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Electrical Materials	Nedco Supply Check if applicable: <input type="checkbox"/> DBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Trench Drain & Forms	Multi-Drain Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Paint	Sherwin Williams Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE



5% SUBCONTRACTOR LIST

The Contractor awarded the Contract shall not substitute a Subcontractor who is named in the Bid, pursuant to NRS 338.141. The following Subcontractors shall be utilized. A Bidder which fails to list a Subcontractor(s) represents that no Subcontractor(s) meet the statutory requirements. **The Bidder shall include its name on the list if it will perform any of the labor or portions of Work specified which is required to be listed.** You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM	NAME OF SUBCONTRACTOR OR BIDDER PERFORMING WORK	NEVADA CONTRACTOR LICENSE NUMBER
All Work Not Listed Below	Sletten Construction of Nevada, Inc. Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	0023972
Painting & High Performance Coatings	Bruin Painting & Drywall Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	81365
Plumbing	P1 Group Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	70372
Electrical	P1 Group Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	73397
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	

Bidder Name: Sletten Construction of Nevada, Inc. Bidder Signature: 

Address: 5825 Polaris Ave., Las Vegas, NV 89118 Total Base Bid Amount \$ _____ Date: 12/18/18

Rob Murphy

Superintendent



About Rob

Rob has over 13 years of construction experience specializing in supervising construction. He has supervised major construction projects occurring around fully occupied buildings on tight urban sites. In addition, he has supervised upgrades to central plants, underground utilities, and infrastructure. Rob will ensure compliance from subcontractors on each aspect of work maintaining a focus on safety, quality and communications. He has proven abilities supervising field operations, developing job specific safety and quality programs. Rob will conduct regularly scheduled job meetings for on-site personnel and maintain daily progress reports for subcontractors in terms of attaining schedule milestones and adhering to safety and quality programs.

13+ years of construction experience

4 years with Sletten Construction



Relevant Experience

CCSD Low Voltage Upgrades

Superintendent for a low voltage upgrade project to four different Clark County School District schools including, CCTV, Access Control, Security, LAN and Fire Alarm.

RTC IBMF State of Good Repair

Superintendent responsible for the removal of an existing asphalt roof and replacement with a new TPO roof. Removal of existing HVAC units and replaced them with new units. Removal of an existing lightning protection system and installed and certified a new system on the Maintenance building.

The Ogden*

Superintendent for a ground-up high-rise condominium project. The high rise is 23 stories set on a very tight lot. Of the 23 stories, the first six were a parking garage.

Manhattan Condominiums*

Superintendent for a ground-up condominium project that consisted of 7 buildings that were each 4 stories tall. It includes a club house in the middle of the facility with a pool, and a guard shack at the entrance.

*Denotes projects with another firm

Professional Highlights



Registration & Licensing

CPR Certified
OSHA 10
OSHA 30

DESCRIPTION OF WORK	Value
Allowance, Permits	\$75,000
Allowance, Owner Controlled	\$260,000
Mobilization, Bond & Insurance	\$113,154
General Conditions	\$650,000
Temporary Wash	\$91,000
Demolition	\$200,000
Concrete	\$103,465
Waterproofing	\$42,757
Doors and Hardware	\$19,495
Overhead Doors	\$98,600
Paint & High Performance Coatings	\$468,500
Signage	\$5,000
Wash Equipment Material	\$1,023,600
Wash Equipment Installation	\$250,000
Plumbing	\$400,000
Electrical	\$313,855
CONTRACT TOTALS	\$4,114,426



600 S. Grand Central Parkway | Suite 350, Las Vegas, NV 89106

rtcsonv.com | 702.676.1500 |     

December 6, 2018

ADDENDUM NO. 01

**INVITATION TO BID NO. 17-050CON
INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
BUS WASH IMPROVEMENT PROJECT**

The Regional Transportation Commission of Southern Nevada (RTC) herewith issues this Addendum No. 01 to the above-referenced project. Except as modified herein, all other addenda, terms and conditions shall remain in effect.

BID SUBMISSION DEADLINE REMAINS DECEMBER 11, 2018 AT 3:00 P.M.

**ATTACHMENT TAB IN NGEM – RTC ITB 17-050CON SAMPLE CONTRACT ITEM NO. 5
COMMENCEMENT AND COMPLETION DATE**

1. DELETE:

The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve Substantial Completion of the entire Work within **90** calendar days thereafter, subject to adjustments of this Contract Time as provided in the Contract Documents.

ADD:

The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve Substantial Completion of the entire Work within **420** calendar days thereafter, subject to adjustments of this Contract Time as provided in the Contract Documents.

**ATTACHMENT TAB IN NGEM – RTC ITB 17-050CON INSTRUCTIONS TO BIDDER BID
DUE DATE AND BID OPENING**

2. DELETE:

Bids are due on or before November 20, 2018.

ADD:

Bids are due on or before **December 11, 2018**.

**ATTACHMENT TAB IN NGEM – RTC ITB 17-050CON IBMF BUS WASH SPECIFICATION
SUBSECTION 1.3E7**

3. DELETE:

At the Fixed and Paratransit Bus Wash Building.

ADD:

Subsection 1.3E14 The temporary bus wash shall be located at the chassis wash bay of the Fixed Route Maintenance Building – see enclosed drawings. The temporary wash shall consist of two installed pressure washers, two wash bots, related wash/soap equipment and all connections and related work.

Subsection 1.3E 15. The contractor shall provide, maintain the two (2) new pressure wash equipment (per Q-102 and Q-112) and install this equipment at East end of the Fixed Route Maintenance Building – Chassis Wash Bay – see enclosed drawings - for the duration of this project.

Subsection 1.3E 16. The contractor shall provide two (2) new Wash Bot 101 BB as manufactured by Bitimec – see enclosed product data. This equipment shall be equipped with a Dema Venturi soap injections system for each bot. Deliver, install and maintain this equipment at the East end of the Fixed Route Maintenance Building – Chassis Wash as directed by the Owner.

Subsection 1.3E 17. The contractor shall provide all water, power and all required connections, training/demo for the wash bots and shall be solely responsible to maintain that this equipment is in an acceptable operable condition during the duration of this project. This equipment and all related costs shall be included in the base bid as submitted.

Subsection 1.3E 18. The contractor shall perform all subsurface/potholing/GPR to verify and identify any/all power, data and related conduits required to provide power, data and complete all construction work per E-100. The contractor shall be solely responsible for this work and provide as-built drawings including depths and locations identified.

Location of Temporary Bus Wash is support documentation concerning the additions to specification section 01 10 00 – subsections 1.3E 7, 1.3E 14, 1.3E 15 and 1.3E 16.

Wash Bot product data is support documentation in regard to the changes to specification section 01 10 00 – subsections 1.3E 16 and 1.3E 17.

ATTACHMENT TAB IN NGEM – RTC ITB 17-050CON IBMF BUS WASH SPECIFICATION
SUBSECTION 1.6 Warranty

4. ADD:

The contractor shall provide a 5-year (60 Month) parts and labor warranty for all bus wash equipment and all new equipment starting on the date of Substantial Completion.

ATTACHMENT TAB IN NGEM – RTC ITB 17-050CON IBMF BUS WASH SPECIFICATION
SECTION 02 41 19 SECTION 1.1

5. DELETE:

Section 1.1 B Hazardous Materials 1. To be removed and disposed of as a part of this contract.





Sincerely,

Tonita Brown

Tonita Brown
Purchasing & Contracts Analyst/DBE Liaison Officer



600 S. Grand Central Parkway | Suite 350, Las Vegas, NV 89106

rtcsnv.com | 702.676.1500 |     

December 10, 2018

ADDENDUM NO. 02

**INVITATION TO BID NO. 17-050CON
INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
BUS WASH IMPROVEMENT PROJECT**

The Regional Transportation Commission of Southern Nevada (RTC) herewith issues this Addendum to the above-referenced project. Except as modified herein, all other addenda, terms and conditions shall remain in effect.

BID PROPOSAL SUBMISSION DEADLINE

1. The bid proposal submission deadline has changed from December 11, 2018 to **DECEMBER 18, 2018 AT 3:00 P.M.**

ATTACHMENT TAB IN NGEM – RTC ITB 17-050CON A14.1 PARATRANSIT WASH BUILDING

2. **ADD:**
See attached drawing - A14.1 PARATRANSIT WASH BUILDING

ATTACHMENT TAB IN NGEM – RTC ITB 17-050CON A18.1 FIXED ROUTE WASH BUILDING

3. **ADD:**
See attached drawing - A18.1 FIXED ROUTE WASH BUILDING

ATTACHMENT TAB IN NGEM – RTC ITB 17-050CON IBMF BUS WASH DOOR HARDWARE SPECIFICATION 08 71 00 SUBSECTION 3.6

4. **ADD:**
Fixed Route Bus Wash Building
Opening
101A – Exterior Roll Down Door (West Face of Building) – door size 10’ 0” x 10’ 0”
101B – Exterior Hollow metal door (West Face of Building) – opening size 3’ 4” x 7’ 4”
103A – Interior Roll Down Door at North Bus Lane – door size 6’ 6” x 9’ 9”
103B - Interior Roll Down Door at South Bus Lane – door size 6’ 6” x 9’ 9”
103C – Exterior Hollow metal door (East Face of Building) – opening size 3’ 4” x 7’ 4”
103D - Exterior Roll Down Door (West Face of Building) – door size 10’ 0” x 10’ 0”

Paratransit Bus Wash Building

Opening

101 – Exterior Hollow metal door (South Face - Building) – opening size 4’ 4” x 7’ 4”

102 – Exterior Hollow metal door (North Face - Building) – opening size 3’ 4” x 7’ 4”

103 – Exterior Roll Down Door – door size 8’ 0” x 8’ 0”

Sincerely,

Tonita Brown

Tonita Brown
Purchasing & Contracts Analyst/DBE Liaison Officer

EXHIBIT C
(to the RTC-Contractor Agreement)
GENERAL CONDITIONS (GC)

GC.1 DEFINITIONS

The following definitions shall apply to the Contract:

"Addendum" means a written or graphic instrument issued by the RTC via the RTC Purchasing & Contracts Office prior to the submission of bids which modifies or interprets the Bidding Documents by means of an addition, deletion, clarification, correction or other type of modification.

"Adverse Weather" means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures.

"Bid Documents" means the following documents which collectively constitute the obligations of the Contractor, in the following governing order: (1) Bid No. 17-050CON and any addenda; (2) Special Provisions (if any); and 3) Drawings (if any).

"Bid Schedule" is the form attached to the Bid Proposal that is used to submit the Base Bid and, if applicable to the Project, the Additive Alternate bids of the Bidder.

"Construction Change Directive" means a written order from the RTC directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Contractor is to proceed immediately with the implementation of the Construction Change Directive.

"Change Order" means a written order to the Contractor signed by the RTC and Contractor issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Contractor's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

"Consultant" means the consulting firm contracted by the RTC to assume some or all of the responsibilities of the RTC for administration of the Contract.

"Contract" means the entire agreement between the parties as set forth in the Contract Documents and does not come into existence until execution of the RTC-Contractor Agreement.

"Contract Amount" means the compensation to be paid the Contractor to perform the Work and is included in the "Amount of Contract" section of the RTC-Contractor Agreement by the RTC.

"Contract Documents" means the RTC-Contractor Agreement, General Conditions, Special Provisions, Drawings and, if applicable, the Addenda or Modifications made to the aforementioned documents.

"Contract Time" means the number of days set forth in GC.4.D (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

"Contractor" means the person or entity responsible for construction of the Work and is referred to throughout the Contract as if singular in number and neutral in gender.

"Critical Path" means the path through the project schedule indicating the minimum time in which it is possible to

complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."

"Critical Path Method" means the method of developing a network analysis system as outlined in "CPM in Construction Management" by James J. O'Brien and Freddie L. Plotnick (McGraw-Hill, Inc., 5th Edition).

"Date of Substantial Completion" means the date established and certified by the RTC when construction is sufficiently complete, in accordance with the Contract Documents, so the RTC can occupy or utilize the Work, or designated portion thereof, for the use for which it is intended.

"Day" means a calendar day unless otherwise specifically designated.

"Project Manager" means the person authorized pursuant to Section GC.3.A (Project Manager) of the Contract to act or make decisions on behalf of the RTC.

"Disadvantaged-owned Business Enterprise" or *"DBE"* means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Drawings" means the diagrammatic representations of the requirements for construction of the Work that are incorporated as a part of the Contract.

"Governing Body" means the RTC Commission.

"Guaranteed Project Schedule" means the initial schedule of the Work submitted by the Contractor and accepted by the RTC at the outset of the Project which is used as the baseline for comparing the progress of the Project.

"Material Notice to Proceed" means the document issued by the RTC establishing the date the Contractor is allowed to begin ordering materials for incorporation into the Work but does not allow construction activity at the site prior to issuance of the Notice to Proceed unless otherwise agreed in writing by the RTC.

"Modification" means (i) any Addendum pertaining to the Bid Documents, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the RTC for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

"Notice of Award" is the letter issued by the RTC notifying the Contractor of the award of the Project by the RTC Commission, authorizing the Contractor to proceed with the procurement of the bonds and insurance, and including the RTC-Contractor Agreement for execution and return to the RTC.

"Notice to Proceed" means the document issued by the RTC that (i) establishes the date the Contractor is allowed to begin construction activity at the site, and (ii) commences the running of the Contract Time.

"Product Data" means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

"Progress Record Documents" means the set of documents maintained by the Contractor indicating the actual as-built revisions to the Work and Contract Documents.

"Progress Schedule" means a version of the schedule for the Work provided by the Contractor subsequent to the Guaranteed Project Schedule, pursuant to the requirements of the Contract related to issues such as time extensions, claims, payments, tardiness and recovery.

"Project" means the total construction of which the Work performed provided under the Contract may be the whole

or a part thereof and which may include construction by the RTC or by other contractor hired by the RTC.

"Promptly" means without delay and on time.

"Reasonable Time" means ten (10) business days, except where otherwise specified, or unless RTC Commission action is required.

"RTC" means the Regional Transportation Commission of Southern Nevada and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the RTC's Project Manager identified in Paragraph GC.3.A (Project Manager) of the Contract.

"Samples" mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Contractor and that establish standards for the judgment of the Work.

"Shop Drawings" mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Subcontractor" means any individual or entity who is sublet any part of the Work by the Contractor. There is no contractual relationship between the RTC and the Subcontractor who performs work or services for the Contractor.

"Submittal" means the item required by the Contract Documents to be provided to the RTC for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

"Substantial Completion" means the point in time when, in the opinion of the RTC, construction is sufficiently complete, in accordance with the Contract Documents, that the RTC can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the RTC establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

"Technical Specifications" means the written descriptions of the requirements for the Work incorporated as a part of the Contract.

"Work" means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Contractor to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

GC.2 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

A. Security of the Work and Project Site

The Contractor is responsible at all times for the Work and for the Project site regardless of whether or not the RTC has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Contractor and the RTC. The Contractor shall conduct its operations under the Contract in a manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Contractor, RTC or any other person. The Contractor shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Contractor shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Contractor shall cooperate with the RTC on all security matters and shall promptly comply with any security requirements established by the RTC. Such compliance with these security requirements shall not

relieve the Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Work site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the RTC in a timely manner.

B. Protecting Adjacent Areas

Unless otherwise specifically provided in the Contract, the Contractor shall not perform the Work in a manner that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the RTC. Thereafter, and before it begins the Work, the Contractor shall give due notice to the RTC of its intention to start the Work. The Contractor shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Contractor shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the RTC has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

C. Construction Safety

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the RTC. The Contractor shall not resume the Work in the affected area without written direction by the RTC.

D. Clean-up of the Work Site

The Contractor shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Contractor shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Contractor shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the RTC in accordance with all applicable federal, state, and local laws, ordinances and codes. The Contractor shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the aforementioned, the RTC may satisfy the requirements of this Section at the Contractor's expense.

E. Construction Procedures

The Contractor shall perform all Work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the Work in the best possible and most expeditious manner. The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract

either by the activities or duties of the RTC in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

F. Project Manager / Team

The Contractor shall employ a competent Project Manager/Team dedicated full time to manage all administrative issues, submittals, payment applications, progress meetings and closeout documentation required for this project. The Project Manager/Team shall be thoroughly knowledgeable regarding the project specifications, drawings and requirements. The Project Manager/Team shall conduct progress meetings, manage pre installation meetings, identify inspections and provide all contractual documentation. Finally, the Project Manager/Team shall coordinate all field activities with the RTC and Contractor's Superintendent. The Contractor shall designate the Project Manager/Team, who then must be approved in writing by the RTC. Any substitution of the Project Manager/Team by the Contractor will be permitted only after a written request for such substitution has been made and approved by the RTC. The RTC shall submit any requests for substitution of the Project Manager/Team, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

G. Employment of Competent Superintendent

The Contractor shall employ a competent Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. Communications from the RTC may be verbal or written. Verbal communications will be confirmed in writing. The Superintendent shall effectively communicate with the RTC and shall have a thorough understanding of the Work and the Contract. The Contractor shall designate a Superintendent who is acceptable to the RTC. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the RTC. The RTC shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied. The Contractor's Superintendent shall be present at the construction site at all times to supervise his or her workers' and subcontractors' work.

H. Uncovering and Correcting the Work

If any portion of the Work has been covered contrary to the request of the RTC or contrary to the requirements stated in the Contract, the Contractor shall, if requested by the RTC, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time.

If any portion of the Work has been covered which the RTC has not specifically requested to observe prior to being covered, the Contractor shall, if requested by the RTC, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the RTC.

I. Differing Conditions

Differing Conditions are defined as subsurface or otherwise concealed conditions, which substantially vary from the Contract documents, or which significantly differ from the conditions normally found to exist and usually recognized as the normal part of the construction activity described in the Contract documents. Prompt notice of differing conditions to the RTC's Project Manager must be in 24 hours; prompt written determination of differing conditions must be in seven calendar days. Differing conditions do not apply to acts, conditions or other circumstances attributable to the Contractor or its Subcontractors during the course of the Contract.

If conditions are discovered at the site which appears to be differing conditions, the Contractor shall provide prompt notice to the RTC's Project Manager, prior to performing the work on the condition. The RTC's Project Manager shall take prompt action to determine if a differing condition does exist and shall provide the Contractor with the RTC's Project Manager's written determination.

A positive written determination by the RTC's Project Manager indicated a differing condition exists, shall

become the basis for the Contractor to submit a claim for increasing or decreasing the compensation, time of construction, or both. Such change in compensation, time of construction or both, shall be as provided for in other provisions of the General Conditions.

J. Adverse Weather Conditions

If adverse weather conditions are the basis for a claim for additional time, such claim must be documented by data substantiating that weather conditions were abnormal, as compared to the average historical climate conditions based upon the preceding ten year records published for the locality by the National Oceanic and Atmospheric Administration (NOAA) entitled "Local Climatological Data", for the period of time and could not have been reasonably anticipated, and weather conditions had an adverse affect on scheduled construction for activities on the construction schedule critical path. Adverse weather claims shall be excusable but not compensable if the Contractor has demonstrated that the delay has affected the activities on the construction critical path.

K. Permits and Fees

Unless otherwise provided in the Contract Documents to be the responsibility of the RTC, the Contractor shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

L. Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work under this Contract. The Contract amount any agreed variations thereof will include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

M. Utilities

The Contractor shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by the Contractor at no additional cost to the RTC, unless otherwise specified in this Contract.

N. Record Documents

Progress Records: The Contractor shall keep a marked-up, up-to-date set of the Progress Record Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

Final Records: Contractor shall furnish to RTC two complete sets of marked-up as-built drawings with "RECORD" clearly printed on each sheet. RTC, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall accurately and neatly transfer all deviations from progress as-built drawings to final as-built drawings. At project completion, Contractor shall furnish RTC with clean final, as-built drawings.

O. Substitution of Materials, Products or Services

1. Criteria. The Contractor may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

2. Prior to proposing the substitution, the Contractor shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (i) the substitution will result in a cost savings, reduced construction time or similar demonstrable benefit to the RTC. A

substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

3. Procedure. The Contractor shall, within 10 days after award of the Contract submit to the RTC's Project Manager a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the RTC to make a fair and equitable decision concerning the proposed substitution. If the Contractor fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the RTC, a written authorization will be provided to the Contractor. No substitution will be allowed which will result in an increase in the Contract Amount.

4. Burden of Proof. The burden of proof in establishing the equality of the proposed substitution shall be upon the Contractor. Approval of a substitution shall not relieve the Contractor from responsibility for compliance with the other requirements of the Contract. The Contractor shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the RTC to accept or construe the proposed substitution to be an equal to that specified under the Contract. The RTC will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The RTC will have a reasonable amount of time to review each request for substitution.

5. Required Certificates. The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

P. Delivery and Storage of Materials and Equipment

The Contractor shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the RTC's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Contractor.

Q. Emergencies

When emergencies affecting or threatening the safety of any person or property occur, the Contractor shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Contractor should fail to act, the RTC may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the RTC deems appropriate, including, but not limited to, the use of other contractors, the RTC's own forces, and the Contractor's on-site equipment and materials, in which case, the Contractor shall pay the RTC for any such expenses incurred as provided in Section GC.10.E (RTC's Right to Carry out the Work).

R. Payment of Subcontractors and other Parties

The Contractor shall pay its subcontractors constructing any portion of the Work and other parties providing labor, material or supplies in connection with the Work in the timely manner specified in NRS 338.550 or they may be subject to disciplinary action by the Nevada State Contractors Board pursuant to NRS 624.3012 and/or court action by subcontractor or supplier to remedy unjustified or excessive withholding, pursuant to NRS 338.635.

S. ADA Requirements

All work performed or services rendered by the Contractor must comply with the Americans with Disabilities Act standards. All facilities built after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of the Contractor to advise the RTC, should the RTC's requirements not meet the appropriate accessibility standards.

T. Schedule of Values

The Contractor, shall provide to the RTC a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed in Microsoft Excel format and supported by such data and information, acceptable to and as requested by the RTC.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable

to the line item. The Contractor shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the RTC, subject to statutory limitations specified in NRS 338.140. All costs attributable to profit, overhead, and all other incidental items shall be proportionately distributed across all line items in the Schedule of Values.

U. Allowable Costs (Federal Funds)

The Contractor will ensure that all costs related to this Agreement are allowable in accordance with Circular A-122, "Cost Principles Applicable to Grants and Contracts with Private Non Profits" Office of Management and Budget (OMB), and/or circular A-87, Cost Principles applicable to State, Local and Indian Tribal Governments incorporated herein by reference.

V. American Recovery and Reinvestment Act (ARRA) Stimulus Federally Funded Projects

The Contractor who is awarded a Contract which is funded by ARRA federal funds is responsible:

1. To obtain a Duns number for itself and require all its Subcontractors to obtain a Duns number by calling (800) 333-0505 or registering on the website: <http://smallbusiness.dnb.com>.
2. Before award of the Contract, to register itself and require its Subcontractors to register on the Central Contractor Registration website (obtain the handbook with instructions first): <http://www.ccr.gov/handbook>.
3. To follow and submit the information required by the American Recovery and Reinvestment Act (ARRA) of 2009 Reporting Requirements, as required by the Department of Transportation and the Federal Transit Administration, and updated on: http://www.fta.dot.gov/index_9440.html, including but not limited to, monthly employee reports, which must be submitted by the Contractor and subcontractors. The monthly employee reports shall be submitted electronically on the form provided by the Department of Transportation on <http://www.nevadadbe.com>, no later than 9 days after the end of each month. Failure to submit the required employee information, and any other report required by ARRA, may result in withholding of the progress payment.
4. Section 902 of the ARRA specifies that the U.S. Comptroller General and his representatives have the authority to:
 - a) Examine any records of the Contractor or any of its subcontractors, or the RTC, or any other State or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract; and
 - b) Interview any officer or employee of the Contractor or any of its subcontractors, or of the RTC, or any other State or local government agency administering the Contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this project, which is funded by ARRA funds. Section 902 further states that nothing therein shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

GC.3 RTC'S RIGHTS AND RESPONSIBILITIES

A. Project Manager

The RTC shall appoint a Project Manager with respect to the Contract. The RTC will provide written notice to the Contractor should there be a subsequent Project Manager change. The Project Manager shall have complete authority to transmit instructions, receive information, interpret and define the policies of the RTC and to make other decisions on the part of the RTC. Following the issuance of the Notice to Proceed, the Project Manager may perform any review, communications, notices or other act required on the part of the RTC.

B. Right to Perform or Award Separate Contracts for Portions of the Work

1. Coordination

The RTC reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The RTC will provide for the coordination of the activities by its own forces and that of each separate contractor with the Work of the Contractor. The Contractor shall participate with the RTC and the other separate contractors in reviewing their construction schedules when so directed by the RTC.

2. Revisions to Guaranteed Project Schedule

The Contractor shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Contractor. If the activities by the RTC or the other contractors are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Contractor shall be precluded from asserting any claim for delay or additional expenses resulting from the RTC exercising its rights granted herein.

3. Storage of Equipment and Materials

The Contractor shall afford the RTC and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract.

4. Reporting of Separate Contractor Deficiencies

If part of the Work depends on the proper execution of construction or operations by the RTC or a separate contractor, the Contractor shall, prior to proceeding with the Work and each portion thereof, promptly report to the RTC the apparent discrepancies or defects such other construction or operations that would render the Work unsuitable for proper execution by the Contractor. The Contractor's failure to report such discrepancy or defect shall constitute an acknowledgment that the RTC's or separate contractor's completed or partially completed construction or operations is fit and proper for the Contractor to proceed with the Work, except as to defects not then reasonably discoverable.

5. Delays and Damages to Separate Contractors

The Contractor shall defend, indemnify and hold the RTC harmless pursuant to the provisions of Section GC.9.A (General Indemnity) of the General Conditions for each claim asserted by a separate contractor for delay, improperly timed activity, defective construction or damage to the work of the separate contractor which is caused by the Contractor. The Contractor agrees to make no claim of cost or damages against the RTC for any delay, improperly timed activity, defective construction or damage to the Work of the Contractor which is caused (i) by the Contractor, or (ii) by a separate contractor unless such contractor is under contract to the RTC, or to a general contractor of the RTC.

The RTC shall pay each claim of cost incurred by the Contractor arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate contractor acting under the direction or control of the RTC, or under the direction and control of a general contractor of the RTC, in a justifiable amount, but not-to-exceed the amount specified in Section 6 of the RTC-Contractor Agreement.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section GC.12 (Disputes Between Parties) of the Contract.

6. Repair of Damages

The Contractor shall promptly repair any damage caused by the Contractor to the work of a separate contractor or to any property of the RTC or other property RTC if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

C. Right to Perform Additional Work Within or Near the Project Site

The RTC reserves the right at any time to contract with other contractors whose work may occur within or near the site of the Project. In such event, the Contractor agrees not to interfere with or hinder the progress of work by the other contractors, and the RTC agrees to require such contractors to coordinate their work with that of the Contractor. The Contractor agrees to cooperate and coordinate with such contractors as directed by the RTC.

The Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors within the limits of the same Project. The Contractor shall join the Work with that of the other contractors in an acceptable manner and shall perform it in proper sequence to that of the other contractors.

D. Progress Meetings

The RTC's Construction Manager (CM) shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the RTC. The RTC's CM shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

E. Suspension

The RTC may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the RTC. An adjustment shall be made for the increase in the cost of performing the Contract (excluding there from any profit to the Contractor), on the increased cost of performance caused by the suspension, delay, or interruption.

No adjustment shall be made to the extent that:

1. The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. An equitable adjustment is made or denied under another provision of the Contract Documents, or
3. The Contractor could have mitigated the increase in cost to perform the Contract.

F. Termination for Convenience

Prior to, or during the performance of the Work, the RTC reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the RTC will immediately notify the design professional and the Contractor in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

1. Stop all construction;
2. Place no further orders for materials or services;
3. Terminate all subcontracts;
4. Cancel all material and equipment orders as applicable; and
5. Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Contractor.

Within 180 days of the date of the Notice of Termination, the Contractor shall submit a final termination settlement proposal to the RTC based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the Contractor fails to submit the proposal within the time allowed, the RTC may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.

G. Replace Subcontractor

The RTC shall have the right to require that the Contractor replace any Subcontractor at any time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338.141.

GC.4 CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION**A. Contractor Background Checks**

1. It is the policy of the Regional Transportation Commission of Southern Nevada (hereinafter, "RTC") for successful bidders to conduct background checks on all contract employees that require unescorted access onto any RTC properties. The contractor shall make all reasonable efforts to ensure that employees

having contact with the public in the course of their assigned duties are of good moral character. The Contractor prior to hiring shall conduct employee candidate background check screenings of all positions, to include those considered safety-sensitive as defined by Federal Transit Administration (FTA) guidelines. This may include, but not limited to work history, criminal background history and credit review as required for the position.

2. Results of a background check must comply with the RTC background check standards as outlined below:

- a) Must utilize a licensed background check vendor to run criminal background checks and personal credit history reviews (as applicable). Criminal background checks must include arrest and conviction reports (county, state and nationwide) for all jurisdictions that the applicant has resided in the previous ten (10) years.
- b) Unless otherwise required by applicable law, in accordance with Title VII of the Civil Rights Act of 1964 and corresponding guidance from the U.S. Equal Employment Opportunity Commission, information obtained during the criminal record check will not be used as a basis for denying or terminating employment, unless the criminal offense resulted in a conviction that is recent (or sufficiently serious to be of issue regardless of how recently it occurred) and relevant to the job in question.
- c) When assessing criminal conviction records, contractors are required to consider the following factors:
 - (1) Nature and gravity of the offense(s)
 - (2) The time that has passed since the offense and/or completion of the sentence; and
 - (3) The nature of the job sought/held

No one factor should necessarily govern the analysis; all three factors should be weighed together when determining persons to work at RTC properties.

d) The contractor is required to collect background information on "Individuals" consistent with the Federal Fair Credit Reporting Act (FCRA) and any applicable state laws.

3. Once background check clearance has been determined, the successful bidder will notify the RTC's designated department's contact via email that the employee has been approved to work on RTC premises.

4. The Contractor will be required to maintain all records related to background check screenings conducted for all employees working at RTC properties. For the purposes of audit and oversight by RTC, the contractor will make all background check records available to RTC representatives in an effort to ensure established RTC standards/guidelines are followed. All Background check records must be maintained on all employees working on RTC property for the term of the agreement.

B. Contractor Identification Badges

1. The RTC will issue vendor/supplier badges to employees of any of its vendors/contractors that will be conducting business or providing services on any of the RTC's premises.
2. A "Vendor" badge will be issued to long term or short term vendor/contractors at the RTC's discretion, who are unaccompanied and require access to various RTC's facilities/property.
3. All individuals, companies, their employees and/or volunteers must successfully complete a background check at the Contractor's expense prior to being issued a "Vendor" badge. All results must be received and reviewed prior to a badge being issued and the start of the work.
4. The Contractor must provide the RTC's Project Manager, Terry Nolen, telephone number 702-676-1564 within five calendar days from written notification of award and at least two weeks prior to the start date of service with the following:

- 1) A list of all personnel who will be working at the RTC's building(s); this list shall also include vendor/contractor/supplier and any associated officers, a telephone number for the

vendor/contractor/supplier or a designated representative, and if available an e-mail address.

- 2) A letter from the Contractor requesting a badge stating that the person(s) is an employee.
 - 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://www.rtcnv.com/about-the-rtc/doing-business-with-the-rtc/>.
5. The RTC's Project Manager will schedule an appointment for the vendor/contractor badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and issuance of a badge.
 6. When the "Vendor" badge is issued it must be worn visibly at all times when on the RTC's property.
 7. All "Vendor" badges are the property of the RTC and must be returned when the vendor contract services expire/terminate or upon request by the RTC.
 8. Failure of the vendor/contractor to return RTC's badges within 24-hours from the contract expiration, termination or upon request by the RTC will result in a fee of \$38 for each badge that is not returned.
 9. A vendor/contractor who loses a badge is required to inform the RTC's Project Manager and RTC Safety and Security at 702-676-1517 immediately so access can be disabled.
 10. The RTC's Project Manager will schedule an appointment for the replacement "Vendor" badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and replacement badge is issued.
 11. The vendor/contractor is responsible for a replacement fee for all lost badges. The vendor/contractor will be required to complete a new Badge Application form, Replacement Badge Fee Form, and provide to the Technical Contract Representative with a lost badge replacement fee of \$38.
 12. If the lost badge is found after receiving a replacement, it must be returned to RTC Safety & Security immediately at 600 S. Grand Central Parkway. Lost badge replacement fees are non-refundable.
 13. The first damaged badge will be replaced at no charge to the vendor. Any subsequent damaged replacement badges will incur a replacement cost of \$38 per badge.
 14. The damaged badge must be presented to RTC Safety and Security along with appropriate identification and Replacement Badge Fee Form to receive a replacement badge. The damaged badge will be destroyed after the replacement badge is issued. The card holder record in the security system will be changed to show access to the damaged badge was disabled. Vendors/contractors will be required to provide appropriate replacement fees to the RTC's designated/sponsoring department prior to a new badge being issued.

C. Notice to Proceed

Within 30 calendar days after receipt of all required post-bid submittals, the RTC will issue the Notice to Proceed. The Contractor shall not commence construction activities at the Work site prior to the date specified in the Notice to Proceed.

If deemed appropriate, the RTC may issue a Materials Notice to Proceed to the Contractor authorizing the ordering of supplies, materials, equipment or other items related to the Work prior to issuance of the Notice to Proceed.

D. Guaranteed Project Schedule

Within the time provided in Section 5 of the RTC-Contractor Agreement or as otherwise specified by the RTC, the Contractor shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the RTC can judge and determine the progress thereof.

E. Progress of the Work

The Contractor shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.

If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the RTC from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by RTC approved Change Orders), in addition to the other requirements of the Contract and remedies available to the RTC, the Contractor agrees to take the following actions at no additional cost to the RTC to correct such tardiness:

1. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the RTC, the backlog of Work;
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the RTC, the backlog of Work; and,
3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

The failure of the Contractor to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the RTC that the Contractor is failing to diligently prosecute the Work, in which case the RTC may, after the notice of the breach has been provided to the Contractor pursuant to Section GC.10.A (Definition of Breach) of the Contract, without prejudice to other remedies the RTC may have and regardless of whether the Contractor has taken or is taking corrective action, immediately correct the Contractor's failure at the Contractor's expense by exercising the right to perform and carry out the work as provided in Section GC.10.E (RTC's Right to Carry Out the Work) including the use of the RTC's work forces, to award separate contracts, to supplement the Contractor's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the RTC deems appropriate.

F. Contract Time

Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve milestones if specified and achieve Substantial Completion of the Work within the Contract Time. In addition, where applicable, reference to Time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto. The Contractor shall complete all Work or separable portions of the Work in accordance with specified milestones or specific dates and in accordance with these specifications. The time specified above represents no overtime requirement. The scheduling of overtime for this work is solely that of the Contractor. The RTC is not responsible for any costs related to overtime work performed.

G. Progress Payments and Retainage

1. Progress Bills and Payments

The Contractor must submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the RTC and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the RTC. As permitted pursuant to Section GC.10.F (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the RTC may withhold from the progress payment an amount that is sufficient to protect the RTC for the Contractor's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

Progress Payment Requests must be submitted using American Institute of Architects (AIA) Form G-702, or as otherwise specified by the RTC's Project Manager and shall include the following items:

- a) Schedule of Values detailing a cost breakdown noting materials costs, labor rates/costs and all incidental costs will be submitted monthly along with Progress Payment submittals. The Schedule of Values will be prepared in a Microsoft Excel document in a format approved by the RTC's Project Manager;
- b) Progress Report describing the Work completed during the billing period;
- c) Updated Guaranteed Progress Schedule highlighting critical milestones and Project status;

- d) If a federally funded project, the DBE Contract Compliance form listing participation of DBE firms in the Work;
- e) Certified Payroll Reports, if applicable;
- f) As-built drawings to be submitted weekly at time of construction meeting;
- g) Submittal Log to be submitted weekly at time of construction meeting.

The Contractor must submit certified payroll records each month as required by NRS Chapter 338, as applicable. If the certified payroll records for the previous month have not been received, the RTC may withhold funds from the progress payment in accordance with NRS Chapter 338.

The Contractor shall pay its subcontractors and suppliers in the timely manner specified in NRS 338.550 or they may be subject to disciplinary action by the Nevada State Contractors Board pursuant to NRS 624.3012 and/or court action by subcontractor or supplier to remedy unjustified or excessive withholding, pursuant to NRS 338.635.

(Federally funded projects) Progress payments are payments for contract work that has not been completed. The RTC may use FTA assistance to support progress payments provided the RTC obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. The RTC will make progress payments only to a Supplier based on costs incurred in the performance of the contract. The Successful Bidder will provide adequate security for progress payments in the form of a performance bond, labor and material payment bond, title to the property, or another security which is approved by the RTC. Sufficient documentation as approved by the RTC is required from the Successful Bidder to demonstrate completion of the amount of work for which progress payments are made. The Common Grant Rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. The RTC, however, may not make progress payments for other than construction contracts based on this percentage method.

2. Retainage

- a) From the dollar amount of work in place, not more than ninety-five percent (95%) of the amount of any progress payment may be paid until fifty percent (50%) of the work required by the Contract has been performed.
- b) After fifty percent (50%) of the work required by the contract has been performed and, if in the opinion of the Project Manager, the work is progressing satisfactorily, the RTC may pay to the Contractor:
 - (1) Any of the remaining progress payments without withholding additional retainage; and
 - (2) Any amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract.
- c) After determining in accordance with b) above whether satisfactory progress is being made in the work, the RTC may pay to the Contractor an amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract, if:
 - (1) A subcontractor has performed a portion of the work;
 - (2) The RTC determines that the portion of the work has been completed in compliance with all applicable plans and specifications;
 - (3) The subcontractor submits to the Contractor:
 - (a) A release of the subcontractor's claim for a mechanic's lien for the portion of the work; and
 - (b) From each of the subcontractor's subcontractors and suppliers who performed work or provided material for the portion of the work, a release of its claim for a mechanic's lien for the portion of the work; and
 - (4) The amount of the retainage which the RTC pays is in proportion to the portion of

the work which the subcontractor has performed.

d) If, pursuant to c) above, the RTC pays to the Contractor an amount of any retainage that was withheld from progress payments from the first fifty percent (50%) of the work required by the Contract, for the portion of the work which has been performed by the subcontractor, the Contractor must pay to the subcontractor the portion of any retainage withheld by the contractor pursuant to NRS 338.555 for the portion of the work. If the Contractor pays to the subcontractor the portion of any retainage withheld by the Contractor pursuant to NRS 338.555 for the portion of the work which has been performed by the subcontractor, the subcontractor must pay to the subcontractor's subcontractors and suppliers the portion of any retainage withheld by the subcontractor pursuant to NRS.595 for the portion of the work.

e) If, after determining whether satisfactory progress is being made in the work, the RTC continues to withhold retainage from remaining progress payments:

- (1) If the RTC does not withhold any amount pursuant to NRS 338.525:
 - (a) The RTC may not withhold more than two and one half percent (2.5%) of the amount of any progress payment; and
 - (b) Before withholding any amount pursuant to subparagraph (a) above, the RTC must pay to the Contractor fifty percent (50%) of the amount of retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract; or

- (2) If the RTC withholds any amount pursuant to NRS 338.525:
 - (a) The RTC may not withhold more than five percent (5%) of the amount of any progress payment; and
 - (b) The public body may continue to retain the amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract.

f) The Contractor may hold not more than five (5%) percent from the amount of any progress payment due under a subcontract which is made before fifty percent (50%) of the work has been completed under the subcontract. After fifty percent (50%) of the work required by the Contract has been performed, the Contractor shall pay any additional progress payments due under the subcontract without withholding any additional retainage if, in the opinion of the Contractor, satisfactory progress is being made in the work under the subcontract, and the payment must be equal to that paid by the RTC to the contractor for the work performed by the subcontractor. If the Contractor continues to withhold retainage from remaining progress payments:

- (1) If the Contractor does not withhold any amount pursuant to NRS 338.560:
 - (a) The Contractor may not withhold more than two and one half percent (2.5%) of the amount of any progress payment; and
 - (b) Before withholding any amount pursuant to subparagraph (a), the Contractor must pay to the subcontractor fifty percent of the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract; or

- (2) If the Contractor withholds any amount pursuant to NRS 338.560:
 - (a) The Contractor may not withhold more than five (5%) of the amount of any progress payment; and
 - (b) The Contractor may continue to retain the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract.

g) Contractors shall have a clause in all subcontracts that subcontractors shall hold retainage on its subcontractors and suppliers in accordance with NRS 338.595.

h) The aforementioned Contractor retention amounts will be released following the Governing Body's approval of the Notice of Completion, provided that the following conditions are met:

- (1) All punch lists items have been completed.
- (2) A Certificate of Occupancy has been received.
- (3) Final record drawings and specifications, and operations and maintenance manuals (if applicable) have been submitted.
- (4) No premium exists with the Employer's Insurance Company of Nevada as evidenced by receipt of a final certificate after audit.
- (5) All required documentation has been submitted to the Nevada State Labor Commissioner, if applicable, and approved as evidenced by a letter of release.
- (6) The RTC may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions, as referenced above. The difference of the retention may then be paid.

i) The RTC is required to pay interest in the retention amount at a rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associates in Nevada as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to a contractor is less than \$500, the RTC may hold the interest until

- (1) The end of a subsequent quarter after which the amount of interest due is \$500 or more;
- (2) The end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or
- (3) The amount withheld under the contract is due pursuant to NRS 338.520.

3. **Payment for Stored Material**

Not Specifically Purchased for the Work: The RTC may at its discretion pay the Contractor the cost of the material that is to be used in the performance of the Work provided the material complies with the requirements of the Contract and the following conditions are satisfied:

- a) The Contractor stores the material in a manner acceptable to the RTC at the Work site or other site that is acceptable to the RTC.
- b) The Contractor furnishes evidence of the quantity and quality of the stored material that is acceptable to the RTC.
- c) The Contractor furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the RTC.
- d) The Contractor furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the RTC.

If payment is being sought for material not specifically purchased for the Work, but taken from the Contractor's stock, then in lieu of an invoice, the Contractor shall submit to the RTC a statement and accompanying affidavit certifying that the material was taken from the Contractor's stock and that the claimed material and transportation costs represent the actual costs to the Contractor. The transfer of title to, or the payment for, the stored material by the RTC shall in no way relieve the Contractor of responsibility for placing the material in accordance with the requirements of the Contract. The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Contractor.

Specifically Purchased for the Work: Payment based on the actual cost of supplies, materials and equipment on hand under this section shall be made by the RTC pursuant to NRS 338.515(2) with or without the paid invoice. "Actual cost" of materials shall be the invoice amount, whether paid or not, and will not include any costs associated with installation, testing, etc. The Contractor shall be entitled to payment of the actual cost of supplies, materials and equipment only if it (1) presents an invoice to the RTC with the progress bill and (2) states in the progress bill that the materials have been delivered

and stored in the time and manner specified in the contract between the Contractor and its supplier or subcontractor. If the Contractor fails to comply with those conditions, the RTC may decline payment in accordance with the provisions of NRS 338.525. The RTC expressly reserves the right to withhold retention until the Contractor presents to the RTC a paid invoice, or some other proof satisfactory to the RTC, for the RTC's use in verifying the accuracy of the actual cost of the supplies, materials or equipment. If the amount paid does not match the actual cost, the RTC shall adjust the amount of retention accordingly. Payment for supplies, materials or equipment on hand does not alter the responsibility of the Contractor for all supplies, materials and equipment until final acceptance of the work. Materials considered "specially made" for this project include:

- a) None

The transfer of title to, or the payment for, the stored material by the RTC shall in no way relieve the Contractor of responsibility for placing the material in accordance with the requirements of the Contract. The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Contractor.

H. Change Orders

1. The Contractor shall comply with all provisions and requirements required by this document for change order(s), which increase or decrease the contract amount. Contractor represents that change order(s) will include all related costs prior to presentation to the RTC for consideration, retroactive change order(s) will be rejected. Work which is specifically required by the RTC or their representative, and that is in addition to Work required by the Contractor Documents, will be charged against a formal change order executed by both parties (Exhibit A). Then the work defined shall commence as directed by the RTC's representative. All Change Order(s) require prior approval by the General Manager, or his designee, or the Governing Board of the RTC.

Change order work to be performed by General Contractor:

The maximum overhead and profit on change order work shall not exceed fifteen percent (15%) for work done by the General Contractor's own labor forces. General Contractor cannot charge overhead or profit on sales taxes paid.

Change order work to be performed by Sub-Contractor:

If the work is to be performed by the Sub-Contractor, the maximum overhead and profit shall not exceed fifteen (15) percent for all tiers of Sub-Contractor's; the maximum overhead and profit shall not exceed ten (10) percent for the General Contractor. General Contractor or Sub-Contractor(s) cannot charge overhead or profit on sales taxes paid.

2. Construction Change Directive
 - (a) Construction Change Directive. The Project Manager may issue a Construction Change Directive. A Construction Change Directive instructs the Contractor to proceed with a change in Work, for subsequent inclusion in a Change Order.
 - (1) Construction Change Directive contains a complete description of change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
 - b) Documentation: The Contractor must maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - (1) After completion of the change, the Contractor must submit to the Project Manager an itemized account and supporting data necessary to substantiate cost and time adjustment to the Contract.

3. Delays and Extension of Time

The Contractor will be granted an extension of time for any delay on the critical path to completion of any Critical Milestone, based on the latest approved Construction Schedule, arising from acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires,

floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or wrongful acts of RTCs occupants of property adjoining the Work Site, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has notified the Construction Manager in writing of the cause or causes of delay within twenty four (24) hours from the beginning of such delay. Time extensions will be considered on a case-by-case basis and submission of such request shall not be construed as agreement or concurrence to this noted extension of time. Such delay shall not be the basis for a claim for additional compensation. For the purposes of this paragraph, weather conditions shall not be deemed unusually severe if they fall within the average number of rain days indicated in the latest edition of U.S. Weather Bureau's record of Las Vegas.

I. Mutual Termination

1. This Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the provisions contained in Sections GC.3.F (Termination for Convenience) and GC.10.D (Termination for Cause).

J. 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.

K. Records

1. Worker Records

- a) The Contractor and each subcontractor engaged on this project shall:
 - (1) Inquire of each worker employed by the Contractor or subcontractor in connection with this public work:
 - (a) Whether the worker wishes to specify voluntarily his or her gender; and
 - (b) Whether the worker wishes to specify voluntarily his or her ethnicity; and
 - (2) For each response the Contractor or subcontractor receives pursuant to paragraph (1) above:
 - (a) If the worker chose voluntarily to specify his or her gender or ethnicity, or both, record the worker's responses; and
 - (b) If the worker declined to specify his or her gender or ethnicity, or both, record that the worker declined to specify such information.

The Contractor or subcontractor shall not compel or coerce a worker to specify his or her gender or ethnicity and shall not penalize or otherwise take any adverse action against a worker who declines to specify his or her gender or ethnicity. Before inquiring as to whether a worker wishes to specify voluntarily his or her gender or ethnicity, the applicable Contractor or subcontractor must inform the worker that such information, if provided, will be open to public inspection.

- b) The Contractor must keep an accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work:
 - (1) The name of the worker;
 - (2) The occupation of the worker;
 - (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection a) above, or an entry indicating that the worker declined to specify such information;
 - (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection a) above, or an entry indicating that the worker declined to specify such information;

- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker.
- c) The Contractor must keep an accurate record showing, for each worker employed by the Contractor or subcontractor in connection with the public work who has a driver's license or identification card:
 - (1) The name of the worker;
 - (2) The driver's license number or identification card number of the worker; and
 - (3) The state or other jurisdiction that issued the license or card.
- d) The records maintained above must be open at all reasonable hours to the inspection of the RTC. The Contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the RTC no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph a) above must be open to public inspection as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph b) above is confidential and not open to public inspection. The records in the possession of the RTC may be discarded by the RTC two years after final payment is made by the RTC.

L. Value Engineering

1. Change Proposals

- (a) Submittal by Contractor. The Contractor is encouraged to submit Value Engineering Change Proposals ("VECPs") for the purpose of enabling the Contractor and RTC to take advantage of potential cost and/or time savings through changes in the requirements of the Contract Documents that do not adversely impact essential characteristics of the Project. The Contractor is encouraged to submit VECPs whenever it identifies potential savings or improvements.
- (b) Description of VECPs. A VECP is a proposal developed and documented by the Contractor which:
 - (i) would modify or require a change in any of the requirements of, or constraints set forth in the Contract Documents in order to be implemented; and
 - (ii) reduces the Contract Price without impairing essential functions or characteristics of the Work, including the meeting of requirements contained in all Government Rules, and without being based solely upon a change in quantities.
- (c) Information to be provided. At minimum, the Contractor shall submit the following information with each VECP:
 - (i) Description of the existing Contract Document requirement(s) which are involved in the proposed change;
 - (ii) Description of the proposed change;
 - (iii) Discussion of differences between existing requirement(s) and the proposed change, together with advantages and disadvantages of each changed item;
 - (iv) Itemization of the Contract Document requirements which must be changed if the VECP is approved (e.g., drawing numbers and specifications);
 - (v) Justification for changes in function or characteristics of each item, and effect of the change on the performance of the end item, as well as on the meeting of requirements contained in the Contract Documents.
 - (vi) Date or time by which a Change Order must be issued by the RTC adopting the VECP in order to obtain the maximum cost reduction, noting any effect on the Guaranteed Project Schedule;
 - (vii) Costs of development, including changes to the Contract Documents by the Architect/Engineer of Record, and implementation by the Contractor; and
 - (viii) Cost and/or time estimate for existing Contract Document requirements, compared to the Contractor's cost and/or time estimate with the proposed changes, including a definitive identification of the net cost and time savings associated with the proposed VECP.

2. Review and Acceptance by RTC

(a) RTC Review. Upon receipt of a VECP from the Contractor, RTC will review and process the VECP expeditiously, but shall not be liable for any delay in acting upon any proposal submitted. The Contractor may withdraw all, or part, of any VECP at any time prior to acceptance by RTC. In all situations, each party shall bear its own costs in connection with preparation and review of VECPs.

(b) Acceptance of VECPs. RTC may, at its sole discretion, approve (in whole or in part) any VECP submitted by issuance of a Change Order. Designs for approved VECPs shall be prepared by the Contractor for incorporation into the Contract Documents. Until a Change Order is issued on a VECP, the Contractor shall remain obligated to perform in accordance with the Contract Documents, If RTC does not act upon a VECP within fifteen (15) days, such failure to act shall be deemed to be a rejection of the VECP.

3. Contract Price Adjustment

- (a) Amount. If RTC accepts a VECP submitted by the Contractor pursuant to this Section, the Contract Price shall be reduced by an amount equal to sixty percent (60%) of the estimated net savings, as defined below.
- (b) Definition. The term “estimated net savings” as used herein means (1) the difference between the cost of performing the Work according to the Contract Documents and the actual cost to perform it according to the proposed change, less (2) any additional costs incurred by RTC resulting from implementation of the VECP. The Contractor’s profit shall not be considered part of the cost.
- (c) Limitation. Except as specified herein, the Contractor is not entitled to share in either collateral or future Contract savings. The term “collateral savings” means those measurable net reductions in RTC’s costs resulting from the VECP, including maintenance costs and the cost of RTC furnished equipment. The term “future Contract savings” means reductions in the cost of performance of future construction contracts for essentially the same item resulting from a VECP submitted by the Contractor.
- (d) When Payable. The Contractor’s share of any VECP cost savings shall be payable at such time as payments would have been made for the Work which is the subject of the VECP had the VECP not been implemented.

GC.5 COMPLETION OF THE PROJECT

A. Substantial Completion of the Project

When the Contractor considers the Work or portion thereof has reached Substantial Completion, the Contractor shall so inform the RTC. The RTC shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Contractor.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the RTC will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the RTC and Contractor for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Contractor to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the RTC and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

In the event the Contractor is unwilling to provide written acceptance of the Certificate of Substantial Completion, the RTC shall issue the Certificate without the Contractor's signature, and (i) the Contractor shall immediately comply with the provisions of the Certificate, and any dispute involving the Contractor's unwillingness to provide written acceptance shall be resolved in accordance with Section GC.12 (Disputes Between Parties). In such event, the RTC may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

B. Use of Completed Portions of Work

Whenever, as determined by RTC, any portion of Work performed by the Contractor is in a condition suitable

for use, RTC may initiate a Certificated of Substantial Completion for that portion and take possession of or use such portion.

Such use by RTC will in no case be construed as constituting final acceptance, and will neither relieve Contractor of any of its responsibilities under the Contract, not act as a waiver by RTC of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment.

If, as a result of Contractor's failure to comply with the provisions of the Contract, such use provides to be unsatisfactory to RTC, RTC shall have the right to continue such use until such portion of Work can, without injury to RTC, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment as necessary for such work to comply with Contract; provided that the period of such operation or use pending completion of appropriate remedial action will not exceed 12 months unless otherwise mutually agreed upon in writing between the parties.

Contractor shall not use any permanently installed equipment unless such use is approved by RTC in writing. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of the RTC. If RTC furnished an operator for such equipment, such operator's services will be performed under the complete direction and control of the Contractor and shall be considered Contractor's employee for all purposes other than the payment of such operator's wages, worker's compensation or other benefits paid directly or indirectly by RTC.

C. Punch List

The Contractor shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Contractor fails to satisfactorily complete or correct the punch list items, such failure shall constitute a breach of this Agreement and the RTC shall have the option to invoke any of the remedies provided for under Section GC.10 (Breach of Contract and Remedies).

The time stated for completion of punch list items shall include final clean up of the Work site.

D. Final Inspection and Acceptance of Work

When the Contractor considers the Work is complete, the Contractor shall so notify the RTC in writing. If, after inspection and testing, the RTC determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the RTC shall inform the Contractor that application for final payment may be made. The Contract shall not be considered to be fully performed until the Contractor provides the RTC with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

E. Final Payment

Provided the Contract has been fully performed pursuant to Section GC.5.C (Final Inspection and Final Acceptance of the Work) of the Contract, the Contractor shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the RTC by the Contractor of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the RTC and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release the Contractor from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

F. Commencement of Warranties

All warranties, guarantees and other applicable time periods designated in the Contract Documents shall commence on the date of the Certificate of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion. The RTC, upon written request, may approve other commencement dates for

systems, equipment, or other specific items of work.

G. Release of Retention

After the Contractor has completed the punch list and submitted the Final Record Documents to the RTC and all applicable governmental authorities' satisfaction, the Contractor may request payment for the "Release of Retention".

If there are estimated Liquidated Damages due the RTC, from any Liquidated Damage clause in the Contract, this amount may be withheld from the payment of the "Release of Retention" to the Contractor until such time that the actual Liquidated Damages are determined. At this time the RTC will pay the balance, if any, due to the Contractor.

H. Non-Conforming Work not Accepted

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the RTC shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

GC.6 LIQUIDATED DAMAGES AND DELAY DAMAGES

A. RTC's Recovery of Liquidated Damages

The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section GC.4.D (Contract Time), or any separable part thereof, of the RTC-Contractor Agreement of the Contract, the Contractor further acknowledges that the RTC will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the RTC and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the RTC if the Contractor fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 7 of the RTC-Contractor Agreement is a reasonable estimate of the damages to be suffered by the RTC.

The Contractor agrees to pay the RTC Liquidated Damages for each day that the Work exceeds the completion deadline until the Contractor reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the RTC in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the RTC. By executing the RTC-Contractor Agreement, the Contractor agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the RTC permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the RTC of any of its rights or remedies under the Contract.

The RTC's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section GC.12.B (Arbitration) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and arbitration procedures set forth in that Section.

B. ADA Non-Compliance Damages

Facilities and equipment must be manufactured and installed to be ADA accessible and compliant, or Contractor will be responsible for costs associated with the retrofit to make ADA accessible and compliant. This clause and Contractor's indemnity of the RTC survives term of the contract.

C. Delay Damages

The Contractor shall not make any claim against the RTC for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Contractor may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

1. Delays caused by the RTC's malicious or grossly negligent conduct, or the RTC's willful and knowing delay to the Substantial Completion of the Work,
2. Delays whose assumption of the risk by the Contractor was not within the contemplation of the parties at the time the parties entered into the Contract, or
3. Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the RTC.

If any of the exceptions set forth in 1 through 3 above are determined by the RTC to be applicable, the RTC may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work at its sole discretion. The RTC shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Contractor.

Without limiting the following possible circumstances as being within the contemplation of the parties at the time that the parties entered into the Contract, if any of the following circumstances shall occur:

1. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,
2. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,
3. Unmarked utilities or utility interferences,
4. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,
5. Acts or omissions of the RTC and other governmental authorities acting in their role as code and regulation enforcement regulators,
6. Acts or omissions of contractors, subcontractors, suppliers and material manufacturers involved in the Work,
7. Acts, omissions and coordination of other contractors regardless of the event location or contractual relationship between the parties, unless such contractors are under the direction or control of the RTC, or under the direction or control of a general contractor of the RTC, or
8. Discovery of hazardous substances or substances suspected of being hazardous,

then the Contractor may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work provided the delay to the Work at the sole discretion of the RTC.

This Section shall apply to any claim described as a "disruption," "acceleration," "suspension," "schedule change," "impact to the progress of the Work" or some other term avoiding use of the term "delay."

GC.7 BONDING REQUIREMENTS

A. Required Bonds

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds:

1. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
2. Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material

suppliers of the Contractor in the amount of 100% of the Contract Amount.

3. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

B. Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the RTC. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

C. Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under GC.7.B (Acceptable Surety) of the Contract, the RTC may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the RTC, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the RTC to any of the remedies set forth in Section GC.10 (Breach of Contract and Remedies) of the Contract.

GC.8 INSURANCE REQUIREMENTS

A. In General

The Contractor shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

1. Commercial General Liability Insurance

The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the specific written approval of the RTC.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance. The coverage shall be primary and non-contributory. General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.

The RTC shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04)

for products/completed operations, or their equivalent.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 per occurrence
\$2,000,000 aggregate

Policy Period: Annual Policy
Named Insured: Contractor
Additional Insured Parties: Regional Transportation Commission of Southern
Nevada (its officers, employees and agents)

Aggregate per Project Endorsement

2. **Automobile Liability Insurance**

The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles (Symbols 2, 8 and 9) used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 combined single limit
Policy Period: Annual Policy
Named Insured: Contractor

3. **Workers' Compensation and Employer's Liability Insurance**

The Contractor shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death).

Policy Period: Annual Policy
Named Insured: Contractor

The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 bodily injury by accident
\$1,000,000 bodily injury by disease
\$1,000,000 policy limit

Policy Period: Annual Policy
Named Insured: Contractor

4. **Umbrella/Excess Liability**

The Contractor shall provide Umbrella/Excess Liability insurance limits as follows:

For contract amount under \$5,000,000: At least \$1,000,000 limit
For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
For contract amount over \$50,000,000: At least \$10,000,000 limit

5. Builder’s Risk Insurance

RTC-Owned Property: During the term of this Contract, RTC will provide Builder’s Risk/Course of Construction insurance, insuring on an “all risk” basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the RTC, Contracts and their subcontracts of any tier providing equipment, materials, or services for the project. Coverage is as follows:

Insured:

Regional Transportation Commission of Southern Nevada, its Contractors and Subcontractors of any tier, 600 South Grand Central Parkway, Las Vegas, Nevada 89106.

Deductibles:

Each loss shall be adjusted separately for any one insured Project and any one occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:

- a) In respect of losses arising from all other insured perils: \$25,000 per occurrence.
- b) In respect of losses arising from the peril of volcanic eruption, landslide or mine subsidence: \$500,000 per occurrence.

Contractor will be responsible for the deductible amounts, per each occurrence, as show above, or as adjusted by the Regional Transportation Commission of Southern Nevada’s Builders Risk policy from year to year. The RTC will make every attempt to maintain the deductibles from year to year, but the Contractor will be responsible for the deductibles as they are negotiated. The RTC will give the Contractor 30 calendar days notice of any change in the existing deductibles. The Contractor shall have the right, upon notice of an increase in the deductibles as shown, to justify a change order to help compensate the Contractor for costs associated with an increase in deductibles as shown.

It is the Contractor’s responsibility to be familiar with the current coverages described in this Section.

The Contractor shall immediately report any incident or claim, no later than 24 hours after occurrence, against any insurance furnished by the RTC, to the RTC’s Project Manager in writing of details of the incident.

The Contractor shall, at the same time, forward to the RTC’s Purchasing Representative and RTC’s insurance agent as specified above. The Contractor shall provide any and all documentation relative to loss and damage via delivery receipts, bills of lading, material invoices, acknowledgement forms, etc.

In the event of a claim, the Contractor shall meet with the RTC to determine the quantities of replacement materials and/or equipment. The Contractor shall be responsible for the reordering of all items upon direction of the RTC’s Project Manager. RTC’s payment for these materials and equipment shall not be made until deliver to the job site. The payment(s) are subject to the deductible amount as identified within this Section.

The RTC reserves the right to require the Contractor to furnish the contractor’s actual insurance policies for examination by the RTC.

Non-RTC-Owned Property: Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance (Builder’s Risk) upon the work at the site to the full insurable value, This insurance shall include the interests of the RTC, RTC’s Project Manager, Contractor, and Subcontractors of any tier. Coverage shall be written on forms to include fire, extended coverage and special form including theft. Contractor is responsible for the deductible for any claim made against the policy. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

6. Asbestos Liability Insurance

The Contractor shall provide and maintain Asbestos Liability Insurance insuring against claims for bodily injury (including wrongful death) and property resulting from the presence or removal of asbestos on the Project Site. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 per occurrence
\$2,000,000 aggregate
Policy Period: Annual Policy
Named Insured: Contractor

7. Installation Floater Insurance

The Contractor shall provide and maintain Installation Floater Insurance insuring against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site which is to be used in the Work. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: TBD
Policy Period: Effective until final completion of the Project
Named Insured: Contractor
Additional Insured Parties: Regional Transportation Commission of Southern Nevada (its officers, employees and agents)

B. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the RTC. Each insurance company’s rating as shown in the latest Best’s Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

C. Premiums, Deductibles and Self-Insured Retentions

The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section GC.8. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the Contractor insurance must be declared and approved in writing by RTC.

D. Certificate of Insurance

The Contractor will email to CertControl@instracking.com (and a copy to the Designated Purchasing Contact) a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section GC.8. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the RTC.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section GC.8 shall be provided to the RTC if so requested.

E. Renewal Policies

The Contractor shall promptly deliver to CertControl@instracking.com (and a copy to the Designated Purchasing Contact) a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the RTC not less than 30 days prior to the expiration date of any policy and bear a notation

evidencing payment of the premium thereof.

F. Cancellation and Modification of Insurance Coverages

The Contractor shall be responsible to immediately notify CertControl@instracking.com (and a copy to the Designated Purchasing Contact) in writing of any changes or cancelations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

G. No Recourse

There shall be no recourse against RTC for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

H. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents should be primary and non-contributory.
2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

I. Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the RTC may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the RTC may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the RTC in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

GC.9 INDEMNITY

A. General Indemnity

The Contractor agrees to protect, defend, indemnify and hold the RTC, its officers, employees, authorized representatives and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Contractor or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

The Contractor agrees to indemnify, defend and hold harmless the RTC, including its officers, employees, authorized representatives and agents from any and all claims by Contractor's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the Contract.

B. Patent Indemnity

The Contractor should advise the RTC of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any equipment, or any part thereof, furnished under a contract resulting from this Contract, constitutes an infringement of any patent; and, the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

GC.10 BREACH OF CONTRACT AND REMEDIES

A. Definition of Breach

If, during the existence of the Contract, the Contractor:

1. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section GC.2.Q (Payment of Subcontractors and Other Parties) of the Contract;
2. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section GC.4.A (Notice to Proceed) of the Contract;
3. Fails to diligently prosecute the Work as required by Section GC.4.B (Guaranteed Project Schedule) or Section GC.4.C (Progress of Work) of the Contract;
4. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section GC.4.C (Progress of Work) of the Contract;
5. Fails to complete the Work within the Contract Time as required by Section GC.4.D (Contract Time) of the Contract;
6. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section GC.5.C (Punch List) of the Contract;
7. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections GC.7 (Required Bonds) and GC.8 (Required Insurance) of the Contract;
8. Fails to pay third party claims as required by Section GC.9.A (General Indemnity) of the Contract;
9. Fails to maintain licensure by the Nevada State Contractor's Board as required by Section GC.11.A (General Warranty) of the Contract;
10. Fails to promptly remedy the Work not in conformance with the Contract as required by Section GC.11.C (Warranty Work Conforms with Requirements of the Contract);
11. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section GC.13.A (General) of the Contract;
12. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the RTC or the State Labor Commissioner's Office as required by Section GC.13.B (Compliance with Labor Laws) of the Contract;
13. Fails to maintain solvency, allows a judgment to stand against the Contractor for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency;
or
14. Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breach of the contract which if un-remedied may constitute an Event of Default as described in Section GC.10.B (Event of Default).

B. Event of Default

The Contractor and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section GC.10.A (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the Contractor or Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the RTC may declare that an “Event of Default” has occurred and the RTC may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section GC.10 (Breach of Contract and Remedies) of the Contract.

C. Damages

Except for those breaches which are subject to Liquidated Damages set forth in Section GC.6.A (RTC’s Recovery of Liquidated Damages), if the Contractor fails to cure any Event of Default under this Agreement within the time provided in Section GC.10.8 (Event of Default), the RTC shall be entitled to damages resulting there from.

D. Termination for Cause

Upon the occurrence of an Event of Default, the RTC may terminate the Contract which shall take effect immediately upon service of the notice on the Contractor and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the RTC may do any and all of the following:

1. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept the assignment of the Contractor’s subcontracts pursuant to this Contract (Contingent assignment of subcontracts to RTC if Contract is terminated); and
3. Finish the Work by whatever method deemed expedient by the RTC.

The Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the RTC. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the RTC through the default of the Contractor, the excess shall be paid to the Contractor. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Contractor and the Surety under the Performance Bond shall pay the difference to the RTC.

E. RTC’s Right to Carry out the Work

If the Contractor fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section GC.10.B (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the RTC may, without prejudice to any other right or remedy available to the RTC, and without terminating the Contract and relieving the Contractor from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the RTC's personnel).

If the RTC discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the RTC may proceed with the corrective action without having to provide any additional notice to the Contractor.

If, after expiration of the seven-day notice period required pursuant to Section GC.10.B (Event of Default) of the Contract, the Contractor proceeds to correct the breach and the RTC has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from contractors which cannot be canceled without the RTC incurring costs to the contractor, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Contractor shall pay the RTC for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section GC.10.B (Event of Default)

of the Contract, the RTC decides not to take any action to correct the breach or fails in the effort to correct the breach, the Contractor remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the RTC shall be entitled to deduct from any payments then or thereafter due the Contractor (including the direct and indirect costs of using the RTC's personnel). If payments then or thereafter due the Contractor are not sufficient to cover the incurred expenses, the Contractor shall pay the difference to the RTC.

F. Deduction from Progress Payments

For each and every breach set forth in Section GC.10.A (Definition of Breach) of the Contract, the RTC may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the RTC, may be necessary to protect the RTC from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the RTC, the RTC may withhold from any requested progress payment such sum as may be necessary to protect the RTC from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section GC.6.A (RTC's Recovery of Liquidated Damages) of the Contract which the RTC anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the RTC and the Contractor concerning the request for payment, the Contractor may submit a revised application for certification. The RTC shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the RTC has determined that the amount paid exceeds the percentage of completion of the Work, the Work can not be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Contractor remedies the failure for which payment has been withheld, and the RTC verifies such correction, then the withheld money shall be included with the payment of the next application.

G. Rights and Remedies are Cumulative

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

GC.11 REPRESENTATIONS AND WARRANTIES

A. General Warranty

The Contractor hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Contractors Board of the State of Nevada in order to perform the Contract.

B. Warranty of Merchantability and Fitness for Particular Purpose

The Contractor warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

C. Warranty Work Conforms with Requirements of the Contract

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Contractor warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects, latent defects and deficiencies in design, supplies, equipment, materials and workmanship (unless furnished by the RTC) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Contractor or by any of its Subcontractors of any tier. Upon receipt of written notice from the RTC of any non-conformance to the Contract during the applicable warranty period, the Contractor shall promptly correct the affected non-conformance at a time acceptable to the RTC.

The Contractor shall perform such tests as the RTC may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the Contractor. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the RTC. The Contractor warrants any corrected Work to be in conformance with the Contract for a period of 12 months from the date of acceptance thereof. If the Contractor fails to promptly make the necessary corrections and tests, the RTC may perform or cause to be performed the same at the Contractor's expense. The Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the RTC.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract other than specifically to correct the Work then known by the RTC to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the RTC).

D. Warranty Exclusions Prohibited

The RTC will not accept any warranty clause from the Contractor, Subcontractor or manufacturer that states:

1. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;
2. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the RTC as well as from the Contractor to the RTC if the manufactured product is sold directly to the Contractor.

GC.12 DISPUTES BETWEEN PARTIES

A. Preliminary Resolution

Any claim, dispute or other question that may arise between the RTC and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. Notice shall be given within 14 days of such claim, dispute or other question arising under the Contract.

If the Contractor disagrees with the RTC's Project Manager's decision as referenced in Section GC.14.A, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the RTC's Project Manager has not recognized as extra work, the Contractor shall notify the RTC's Project Manager, in writing, of its intention to make claim. Claims pertaining to decisions based on Contract interpretation or such other determinations by the RTC's Project Manager shall be filed in writing to the RTC's Project Manager within five business days of receipt of such decision. Failure to file a claim, in writing, within 15 business days from the date of occurrence, or from the receipt of the RTC's Project Manager's decision will waive the contractor's right to a Claim. All other claims notices for extra Work shall be filed in writing to the RTC's Project Manager prior to the

commencement of such Work. Written notice must use the words "Notice of Potential Claim". Such Notice of Potential Claim must state the circumstances and all reasons for the claim, but need not state the amount.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, change work or other situation which, had proper notice been given, would have given rise to a right for additional compensation. The Contractor should understand that timely Notice of Potential Claim is of great importance to the RTC's Project Manager and the RTC, and is not merely a formality. Such notice allows the RTC to consider preventative action, to monitor the contractor's increased costs resulting from the situation, to marshal facts, and to plain its affairs. Such notice by the Contractor and the fact that the RTC's Project Manager has kept account of the cost as aforesaid, will not in any way be construed as proving the validity of the claim.

In proceeding with a disputed portion of the Work, the Contractor shall keep accurate and complete records of its costs and shall make available to the Project Manager a daily summary of the hours and classifications of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used which shall be signed by the RTC's Project Manager and Contractor daily. Such information shall be submitted to the RTC's Project Manager on a weekly or daily basis as determined by the RTC's Project Manager, receipt of which shall not be construed as an authorization for or acceptance of the disputed Work.

Within 30 calendar days after the last cost of work for which the contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than 30 calendar days, then within 15 calendar days after the 30th day and every month thereafter, the Contractor shall submit to the RTC's Project Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail. Should the RTC's Project Manager be dissatisfied with format or detail of presentation, and upon request for more or different information, the contractor will promptly comply to the satisfaction of the RTC's Project Manager. If the additional costs are in any respect not knowable with certainty, they will be estimated as best be done. In case the claim is found to be just, it will be allowed and paid for as provided in GC.15.K (Contract Modification).

The RTC's Project Manager may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the RTC's Project Manager.

The Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract pending resolution of the claim, dispute or other matter in question between the parties. If the dispute is not satisfactorily resolved within 30 days, either party may request arbitration in accordance with Section GC.12.B (Arbitration) of the Contract.

B. Arbitration

1. Right of Arbitration

Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties and, in the case of the Contractor, which has not been waived by the acceptance of final payment, shall be submitted to and be determined by arbitration in the manner set forth in this Section. As a prerequisite to the exercise of this right, the party seeking arbitration shall have notified the other party pursuant to Subsections 5 and 6 of this Section.

2. Designation of Arbitrators

Within the notice provided pursuant to Subsection 6 of this Section, the party seeking arbitration shall appoint an arbitrator. Within 10 days after receipt of such notice, the party receiving the notice shall appoint, by serving written notice upon the party seeking arbitration, a second arbitrator, and, in the event of a default in the second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint him or her by written notice, signed by both of them given to the RTC and the Contractor. If 15 days

have elapsed after the appointment of the second arbitrator without the appointment of a third arbitrator, then either party may, in writing, request the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the arbitrators shall meet without delay and proceed to a determination of the claim, dispute or other matter in question between the parties in accordance with the construction industry rules of the Arbitration Association.

3. Arbitration Costs and Attorneys Fees

The fees and expenses of the arbitration proceedings shall be assessed equally against both parties. Each party is responsible for their own costs, expenses, witness fees and counsel fees incurred in the presentation or defense of the claim, dispute or other question that may arise between the parties.

In lieu of the appointment of three, the parties may agree to the appointment of only one arbitrator for the purpose of conducting the arbitration.

4. Right of Joinder

In the event that the RTC is named as a party to any arbitration action or commences an arbitration action against a party other than the Contractor, which arises out of, results from, or is connected with, the construction of the Work, or the performance of the Contractor under this Contract, the Contractor agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting there from. Any joinder of the Contractor is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association. None of the time provisions imposed under subsections d and e apply to the joinder rights provided herein in such a way as to preclude the RTC from joining the Contractor as a party to any arbitration proceedings which the RTC commences or is named as a party and which arises out of, or results from, the construction of the Project.

If the Contractor is named as an additional party by the RTC, the Contractor shall not be entitled to any additional compensation from the RTC as a result of preparing for, or participating in, the arbitration.

5. Notice of Claim

In order for the Contractor to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the RTC within 14 calendar days after occurrence of the event giving rise to such claim, dispute or other matter between the parties. The purpose of such notification is to place the RTC on notice so that proper measures can be taken by the RTC to properly observe and record the progress of the Work, and any impact that the claim, dispute or other matter may have thereon, and to enable the RTC to properly verify any costs incurred by the Contractor in connection therewith. The failure to give such notice shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

6. Notice of Arbitration

The filing of the written notice pursuant to Subsection 5 of this Section shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration.

In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party, and with the Nevada Arbitration Association, within 60 calendar days after the Date of Substantial Completion and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

7. Discovery

In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have the authority to impose sanctions against either party for failing to comply with the rules of discovery as provided under the Nevada Rules of Civil Procedure.

8. Summary Procedure

In lieu of discovery rights set forth in Subsection 7, the RTC may elect to proceed pursuant to the summary arbitration proceeding set forth herein. Notice of such election shall be provided by the RTC to the Contractor within 30 days after the appointment of the final arbitrator pursuant to subsection b of this Section.

In the event of such an election, the parties shall agree upon a date for the presentation of the Contractor’s claim which date or dates shall be acceptable to the arbitrators. At such hearing, the Contractor shall present such testimony and documents in support of its claim against the RTC. Upon the conclusion of the Contractor’s presentation, the matter shall be continued for not less than 30 calendar days but no more than 60 calendar days to allow the RTC to prepare its response to the claim of the Contractor. At the conclusion of the RTC’s presentation, the Contractor shall proceed with any rebuttal testimony or documentary evidence in response to the RTC’s defense, and the RTC shall at the same hearing proceed with any reply to the rebuttal by the Contractor.

9. Work to Proceed

The Contractor shall proceed with the Work during any pending arbitration, court or other dispute proceedings, unless otherwise mutually agreed upon in writing. Arbitration conducted in accordance with this provision shall take place in Clark County, Nevada.

10. Substitution of Arbitration Association

In the event that the Nevada Arbitration Association refuses, or is unable, to perform any of the obligations imposed under this Section, the RTC shall designate a substitute arbitration association to carry out the duties of the Nevada Arbitration Association.

C. Alternate Dispute Resolution

- 1. If a dispute arising between the RTC and the Contractor cannot otherwise be settled, the use of a method of alternate dispute resolution before initiation of a judicial action is required.

GC.13 COMPLIANCE WITH THE LAWS

A. General

The Contractor and all Subcontractors shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, NRS 338, NRS 339, NRS 624 and NAC 624, labor, the Federal Occupational Health and Safety Act and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

B. Compliance with Labor Laws

1. Wages

This project require use of prevailing wages or federal wages.

2. Prevailing Wage Rate Law

The Contractor and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

a) Prevailing Wage Rates

For public work projects whose cost is \$100,000 or more, the Contractor hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the Contractor or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive. The Contractor is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner, as specified on its website:

www.laborcommissioner.com or by calling (702) 486-2795. The wage rates that are applicable are those as specified on the Bid Opening date and remain in effect for the duration of the Project. Any Change Order causing a contract to equal or exceed \$100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner for the entire Contract period. Any Work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the RTC.

In accordance with NRS Chapter 338, the Contractor shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the RTC or the State Labor Commissioner.

b) Subcontractor List

In accordance with NRS 338.013.3, the Contractor shall report to the Labor Commissioner and the RTC the name and address of each Subcontractor performing work on the Project within ten days after the Subcontractor commences work on the Project and the identifying (PWP) number for the Work.

c) Certified Payroll Reports

Pursuant to NRS Chapter 338, any public work contract awarded for \$100,000 or more, the Contractor and each Subcontractor are required to keep an accurate record showing the name, occupation and the actual per diem wages and benefits paid to each workman employed by them in connection with the Work. These records are referred to as the “certified payroll reports.”

The Contractor, and each Subcontractor through the Contractor, is required to submit a copy of the certified payroll reports for each calendar month to the RTC no later than 15 calendar days after the end of the month. The Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project.

The Contractor shall not withhold from a Subcontractor the sums necessary to cover any penalties withheld from the Contractor by the RTC because the Contractor failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to the Contractor within ten calendar days after the end of the month or the ate agreed upon by the contractor and Subcontractor. The Contractor shall submit the RTC’s copy of its certified payroll and the certified payroll of each of the Subcontractors performing the Work of the Project to the RTC’s Project Manager. The RTC’s Project Manager may be contacted to view the reports.

The Contractor agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

Certified Payroll Reports will be available for public viewing upon request to the RTC’s Project Manager.

d) Penalties

In accordance with NRS 338.060, the Contractor shall forfeit the penalty provided herein to the RTC for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Contractor or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the RTC, (iii) the Contractor or Subcontractor did not report to the RTC as required pursuant to NRS 338.070, and/or (iv) if

a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Contractor shall forfeit the penalty set forth in each violated subsection.

The Contractor hereby stipulates that the RTC may withhold not less than \$20.00, nor more than \$50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Contractor's business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to \$1,000 for the first violation and \$5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Contractor or Subcontractor is determined by the RTC to have violated the provisions of this Section, the RTC may deduct from any payments due the Contractor, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Contractor, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

3. Federal Wage Rates

The Contractor shall comply that the Federal Wage Rates attached (*Exhibit D to the RTC-Contractor Agreement and incorporated herein as a part hereof*) which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State of Nevada Prevailing Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate.

4. Federal Conditions

The Contractor shall comply with the Federal Conditions attached (*Exhibit E to the RTC-Contractor Agreement and incorporated herein as a part hereof*) which are applicable to the Contract.

5. Copeland Anti-Kickback Law

The Contractor shall comply with the Copeland Anti- Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

6. Fair Employment Law

The Contractor shall comply with the fair employment provisions of NRS 338.125. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by the Contractor shall constitute a material breach of the Contract.

If the Contractor or any of its Subcontractors refuse to hire or do business with an individual or company in violation of this provision, the RTC may declare the Contractor in breach of the Contract, and the RTC may terminate the Contract and designate the Contractor as not responsible for purposes of bidding future public work projects.

7. Preferential Employment

The Contractor shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Contractor engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

C. Compliance with Americans with Disabilities Act

The Work shall comply with the (ADA) as amended to date. The Contractor shall construct the Work in compliance with the Americans with Disabilities Act and the rules and regulations promulgated there under and shall immediately notify the RTC of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated there under.

D. Compliance with Immigration Reform Control Act of 1986 Air Pollution Control

In accordance with the Immigration Reform and Control Act of 1986, the Contractor shall not employ unauthorized aliens in the performance of the Contract.

E. Air Pollution Control

Prior to commencing the Work, the Contractor shall obtain a permit from the Clark County Department of Air Quality and Environmental Management.

The Contractor shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following:

1. Nevada Revised Statute 445: Air Quality Regulation
2. Adhering to all Clark County Department of Air Quality and Environmental regulations

The Contractor shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the RTC.

The Clark County Department of Air Quality Management's Air Pollution Control Regulations Regulation 94, Section 94 Handbook, and those Best Management Practices (BMPs) described therein are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities defined in Section 94.2 of these regulations, the Contractor shall obtain a Dust Control Permit from the Clark County Department of Air Quality and Environmental Management. As applicant, the Contractor is responsible for insuring that all contractors, subcontractors, and all other persons abide by the conditions of the permit. As applicant the Contractor is further responsible for supplying complete copies of the Dust control Permit and Dust Mitigation Plan.

In accordance with Section 94.4.11 of these regulations, if at any time the contractor's operations cause more than 50 acres of disturbed soil to exist, the Contractor shall cause to have in place a person (dust control Monitor) with full authority to ensure that dust control measures are implemented, including inspections, record keeping, deployment of resources and shut-down or modification of construction activities, as needed.

Throughout the project area and for the duration of the Project, all disturbed soil must be maintained to minimize wind erosion and particulate emissions. Best Available Control Measures (BACM) are required 24 hours a day, seven days a week, whether or not there is current construction activity on site. When any part of the Project area is inactive for a period of 30 days or longer, long term stabilization must be implemented within

ten calendar days following the cessation of active operations in that area. As permit holder, the Contractor shall notify the Clark County Department of Air Quality and Environmental Management in writing within ten days following the cessation of active operations on all or a part of the Project area.

The Contractor's superintendent or other designated on-site representative, water truck drivers and water pull drivers on the Project shall be required to have successfully completed a Clark County Department of Air Quality and Environmental Management Dust Control Class.

As permit holder, the Contractor shall keep records of construction site self-inspections for the Project duration in accordance with Section 94.8.1.

Measurement and payment for Dust Control will be per lump sum for all work required to comply with Section 94 requirements, including but not limited to permit fees, plan preparation, required signage, monies paid to Subcontractor, provision of dust control monitor(s), shut-down expenses caused by violations of this regulation, monetary penalties or sanctions resulting from violations of this regulation, record keeping, training, long-term stabilization due to cessations of the Work more than 30 days, and all labor, equipment, and materials required to employ BACM as set forth in the Section 94 Handbook to prevent particulate matter from becoming airborne.

F. Storm Water Pollution

The Contractor shall perform its Work so as to not discharge polluted storm water runoff into the waters of the United States, including municipal separate storm sewer systems (MS4s) in violation of the laws, rules, and regulations of all federal, state and local water pollution requirements.

Contractor shall:

- a) Comply with the provisions of Nevada Revised Statutes, Chapter 445A, Water Pollution Control.
- b) Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
- c) All information and forms pertaining to Nevada's Storm Water Permitting Program can be found on the following website: <http://ndep.nv.gov/bwpc/storm01.htm>

The state and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the contractor shall submit a Notice of Intent (NOI) to the Nevada division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI, and must remain on the Project site and be updated as necessary for the duration of the Project. As applicant, the contractor is responsible for insuring that all contractors, Subcontractors, and all other persons abide by the conditions of the permit. As applicant, the Contractor is further responsible for supplying complete copies of the NOI and SWPPP to all Project Subcontractors.

Any contracts between the Contractor and applicable Subcontractors must provide a monetary allowance for any storm water pollution control BMPs specified in the SWPPP.

The Contractor shall cause to have in place a qualified person with full authority to ensure that storm water control measures are implemented, including inspections, record keeping, deployment of resources, and shut-down or modification of construction activities as needed.

Throughout the Project area and the duration of the Project, all BMPs must be maintained to minimize erosion and prevent discharge of pollutants from the site. BMPs are required 24 hours a day, seven days a week, whether or not there is current construction activity on site.

As permit holder, the Contractor shall keep records of construction sit inspections for up to three years after completion of the Work.

The cost of all shut-down expenses, monetary penalties or sanctions resulting from violations of this regulation shall be the sole responsibility of the Contractor.

Measurement and payment for Storm Water Pollution Control shall be per lump sum for all Work required to comply with all state and federal regulations, including but no limited to permit fees, plan preparation, required signage, monies paid to Subcontractors, provision of storm water control monitor, record keeping, training, long-term stabilization, and all labor, equipment, and materials required to employ BMP's as set forth in state and federal regulations to prevent pollutants from entering MS4s and the waters of the United States.

G. Fire Prevention

The Contractor shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Contractor to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

H. Non-Discrimination

The RTC is committed to promoting full and equal business opportunity for all persons doing business with the RTC. The Contractor acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if they or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, the RTC may declare the Contractor in breach of the Contract, terminate the Contract, and designate the Contractor has non-responsible for future Projects.

I. Bidder's Preference Records *(for 100% locally funded projects only which exceed \$250,000) – NOT USED*

J. Workers Records

The Contractor and each subcontractor are required to keep documentation as follows:

1. An accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work:
 - a. The name of the worker,
 - b. The occupation of the worker,
 - c. The gender of the work, if the worker voluntarily agreed to specify that information, or an entry indicating that the worker declined to specify such information
 - d. The ethnicity of the worker if the worker voluntarily agreed to specify that information, or an entry indicating that the work declined to specify such information;
 - e. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card, and
 - f. The actual per diem, wages and benefits paid to the worker.
2. An accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

- a. The name of the worker,
 - b. The driver's license number or identification card number of the worker, and
 - c. The state or other jurisdiction that issued the license or card.
3. The above-mentioned records maintained must be open at all reasonable hours to the inspection of the RTC. The contractor and the subcontractors shall ensure that a copy of each record for each calendar month is received by the RTC no later than 15 days after the end of each month, but may be discarded by the RTC two years after the final payment is made by the RTC.
- a. The copy of the record referenced in subsection 1 above will be considered a public record and open for public inspection.
 - b. The copy of the record reference in subsection 2 above is confidential and not open for public inspection.

K. Provisions Required by Law

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

GC.14 CONTRACT INTERPRETATION

A. General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted before the Nevada Arbitration Association in the County of Clark, Nevada, and any litigation shall be in a competent jurisdiction in Clark County, Nevada.

Questions regarding the meaning and intent of the Contract documents must be referred in writing by the Contractor to the RTC's Project Manager. Where practical, the RTC's Project Manager shall respond to the Contractor in writing with a decision within seven calendar days of receipt of the request. If Contractor disagrees with the RTC's Project Manager's decision, it can follow the procedures specified in Section GC.12 (Disputes Between Parties).

B. Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

C. Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Contractor. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the RTC:

1. Change Orders
2. Addenda, with those of later date having precedence over those of an earlier date
3. RTC-Contractor Agreement
4. Federal Conditions
5. General Conditions
6. Specifications, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the RTC)

D. Standards and Codes

Whenever references are made in the Contract to standard or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

Where applicable, reference to the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, or latest adopted Edition of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

E. Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the RTC's interpretation.

F. Graphic Enhancement

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

GC.15 MISCELLANEOUS PROVISIONS

A. Regulatory Authorities

The Contractor does hereby acknowledge and agrees that the RTC, or the RTC's Project Manager, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the RTC, or which are departments of the RTC including, but not limited to, the FAST and Metropolitan Planning Organization acting in a regulatory manner. The Contractor is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the RTC acting in a regulatory manner) and any delays resulting to the Contractor in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Contractor, and not attributable in any manner to the RTC.

The RTC's Project Manager acts in a capacity similar to that of a representative working for a private property RTC which is to ensure that the RTC receives a quality product, delivered on schedule, for a fair price. Furthermore, the RTC's Project Manager does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the RTC's Project Manager. The Contractor agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the RTC's Project Manager, and that the Contractor's interaction with each regulatory authority is to be conducted without assistance from the RTC's Project Manager.

B. Subcontracts

Any subcontract entered into by the Contractor and its Subcontractor or material supplier shall not create any contractual relationship between the RTC and the Subcontractor or material supplier.

The Contractor agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Contractor in connection with the Project if so requested by the RTC for any of the reasons set forth in NRS 338.140 (1)(d).

The Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Contractor unless such substitution meets the requirements of NRS Chapter 338. If the Contractor substitutes a subcontractor for any subcontractor who is named in the bid without complying

with NRS 338.141.5, the Contractor shall forfeit, as a penalty to the RTC, an amount equal to 1 percent of the total amount of the Contract. If the Contractor, after the submission of the bid, substitutes a subcontractor to perform the work indicated on the subcontractor lists submitted as part of its bid, the Contractor shall forfeit as a penalty to the RTC the lesser of, and excluding any amount of the Contract that is attributable to change orders, an amount equal to 2.5 percent of the total amount of the contract or an amount equal to 35 percent of the estimate by the engineer of the cost of the work the Contractor indicated pursuant to NRS 338.141.3 that it would perform on the public work.

C. Flow Down Language

Contractor shall provide that its contracts with its subcontractor(s) shall provide that the subcontractor(s) shall be bound to the Company in the same manner, and to the same extent, as the Contractor is bound to the RTC under this Agreement.

D. Right to Review and Audit

The Contractor agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Contractor a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Contractor goes out of existence, the Contractor shall turn over to the RTC all of its records relating to the Contract to be retained by the RTC for the required period of time.

The Contractor agrees to permit the RTC or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the RTC desires concerning Contractor's operation hereunder. The Contractor further understands and agrees that the inspection and audit would be exercised upon written notice.

If the Contractor or its records and books are not located within Clark County, Nevada, the Contractor agrees to deliver the records and books or have the records and books delivered to the RTC or its authorized representative at an address within Clark County, Nevada, as designated by the RTC.

If the RTC or its authorized representative find that the records and books delivered by the Contractor are incomplete, the Contractor agrees to pay the RTC the costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Contractor further agrees to permit the RTC or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the RTC.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the RTC or its authorized representative finds the RTC's dollar liability to the Contractor is less than the payments made by the RTC to the Contractor, the Contractor agrees to repay the difference immediately to the RTC or, at the RTC's option, credit the difference against future payments due the Contractor.

E. Independent Contractor

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. The Contractor shall act as an independent contractor and not as an agent of the RTC in performing the Contract. The Contractor shall maintain complete control over its employees and all of its subcontractors. Nothing contained in the Contract or any subcontract awarded by the Contractor shall create any contractual relationship between any such subcontractor and the RTC. The Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

F. Severability

The invalidity, illegality, or unenforceability of any provision of the Contract or the occurrence of any event rendering any portion or provision of the Contract void shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion of provision held to be void. The parties further agree to amend the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract to be determined void.

G. Assignment of Contractual Rights

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

H. Ownership and Use of Documents

The Contractor will be furnished, free of charge, one (1) set of drawings and Contract Documents. If additional sets are needed, the RTC will provide them at actual duplication cost. The Drawings, Technical Specifications, and any copies furnished by the RTC are and shall remain the RTC's property unless a consultant is used in the preparation of the Contract Documents in which case ownership shall be according to the agreement between the RTC and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the RTC's or Consultant's common law or other reserved rights.

I. Prohibited Interest

No official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

J. Waiver

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

K. No Personal Liability

No official, officer, employee or agent of the RTC shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

L. Contract Modification

The Contract represents the entire and integrated agreement between the RTC and the Contractor and supersedes prior negotiations, representations or agreements, written or oral, made by either party. The Contract may only be amended by a Change Order.

M. State of Nevada Legal Holidays

The Contractor is advised that there are eleven legal holidays, for which the RTC employees and/or representatives will not be required to work. However, the Governor of the State of Nevada does have the option to give two other legal holidays. If the holiday falls on a Sunday, the holiday will be observed on the Monday following. The firm legal holidays are as follows:

1. Martin Luther King’s Birthday
2. President’s Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Nevada Admission Day
7. Veteran’s Day
8. Thanksgiving Day
9. Family Day (the Friday after Thanksgiving Day)
10. Christmas Day
11. New Year’s Day

N. Reporting of Alleged Violations of the Law

The Contractor should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

O. Project Signs

The Contractor shall provide, install and maintain four Project signs for the duration of the Project. The signs must be installed within three business days of the issuance of the Notice to Proceed and must be installed where directed by the RTC’s Project Manager. The Contractor will have size, verbiage and location approved by the RTC’s Project Manager before installation of the signs.

P. Force Majeure

Contractor shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide RTC satisfactory evidence that non-performance is due to other than fault or negligence on its part.

Q. Labor Strife

The Contractor shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

R. Monthly Reports of MBE/WBE/SBE/DVBE/PCBE Utilization

The Contractor shall submit monthly reports of its MBE/WBE/SBE/DVBE/PCBE utilization throughout the contract term (with its invoices) and at the completion of the contract using the form provided by the RTC.

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EXHIBIT D
PREVAILING WAGES AND/OR FEDERAL WAGES

This is a Federally Funded Project, so both the State of Nevada Prevailing Wages which are in effect the date of the Bid Opening (found at www.labor.nv.gov and will be attached to this Exhibit D in the final Contract) and the attached Federal Wage Rates (State: Nevada; County: Clark; Construction Type: Building; General Decision Number NV180075; Publication Date: 10/26/2018) will apply to the duration of the Contract, and Contractor shall pay workers at the higher rate, and are attached to this Exhibit D.

General Decision Number: NV180075 10/26/2018 NV75

Superseded General Decision Number: NV20170075

State: Nevada

Construction Type: Building
 BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Clark County in Nevada.

EXCLUDES NEVADA TEST SITE (NTS), TONOPAH TEST RANGE (TTR) AND NATIONAL TEST AND TRAINING RANGE (NTTR)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/09/2018
3	03/16/2018
4	04/13/2018
5	07/13/2018
6	08/03/2018
7	08/17/2018
8	08/31/2018
9	09/07/2018
10	10/26/2018

ASBE0135-002 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 44.50	19.23

BRNV0013-007 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 37.74	10.09

BRNV0013-009 07/01/2016

	Rates	Fringes
TILE FINISHER.....	\$ 29.03	7.27
TILE SETTER.....	\$ 39.69	9.79

CARP1607-003 07/01/2017

	Rates	Fringes
MILLWRIGHT.....	\$ 43.67	15.94

CARP1977-002 07/01/2017

	Rates	Fringes
CARPENTER (Includes		

Acoustical Ceiling
 Installation, Drywall
 Hanging, Form Work, Metal
 Stud Installation, and Batt
 Insulation).....\$ 42.75 15.86

 ELEC0357-009 06/01/2016

Rates Fringes

ELECTRICIAN (Includes Low
 Voltage Wiring and
 Installation of Alarms and
 Sound and Communication
 Systems).....\$ 43.83 19.21

 ELEV0018-005 01/01/2018

Rates Fringes

ELEVATOR MECHANIC.....\$ 53.85 32.645

FOOTNOTE:

Employer contributes 8% of the basic hourly rate for over 5
 years service and 6% of the basic hourly for 6 months to 5
 years service as Vacation Pay Credit. Eight paid Holidays:
 New Years Day, Memorial Day, Independence Day, Labor Day,
 Veterans Day, Thanksgiving Day, Friday after Thanksgiving,
 and Christmas Day.

 ENGI0012-016 10/01/2016

Rates Fringes

POWER EQUIPMENT OPERATOR
 GROUP 01.....\$ 41.39 22.60
 GROUP 02.....\$ 42.34 22.60
 GROUP 03.....\$ 42.63 22.60
 GROUP 04.....\$ 44.12 22.60
 GROUP 05.....\$ 45.22 22.60
 GROUP 06.....\$ 44.34 22.60
 GROUP 08.....\$ 44.45 22.60
 GROUP 10.....\$ 44.57 22.60
 GROUP 12.....\$ 44.74 22.60
 GROUP 16.....\$ 45.07 22.60
 GROUP 25.....\$ 46.24 22.60

- GROUP 01: Forklift - less than 5 tons
- GROUP 02: Forklift - 5 tons or more
- GROUP 03: Bobcat
- GROUP 04: Backhoe/Trackhoe - under 3/4 cy; Excavator - under 21,000 lbs.; Greaser - Truck; Concrete Pump - Portable; Screed
- GROUP 05: Greaser - Tractor/multi-shift Truck
- GROUP 06: Roller
- GROUP 08: Paver - Asphalt, Aggregate, and Concrete; Mechanic; Excavator - 21,000 lbs. to 100,000 lbs.; Loader; Backhoe/Trackhoe - 3/4 cy to 5 cy
- GROUP 10: Backhoe/Trackhoe - 5 cy to 7 cy
- GROUP 12: Excavator - 100,000 lbs. to 200,000 lbs.; Grader/Blade; Backhoe/Trackhoe - over 7 cy
- GROUP 16: Excavator - over 200,000 lbs.
- GROUP 25: Concrete Pump - truck mounted

 ENGI0012-018 10/01/2016

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 04.....	\$ 44.45	22.60
GROUP 05.....	\$ 44.57	22.60
GROUP 06.....	\$ 44.74	22.60
GROUP 07.....	\$ 44.91	22.60
GROUP 08.....	\$ 45.07	22.60
GROUP 09.....	\$ 45.75	22.60
GROUP 10.....	\$ 45.91	22.60
GROUP 12.....	\$ 46.54	22.60
GROUP 13.....	\$ 46.91	22.60
GROUP 15.....	\$ 47.91	22.60
GROUP 16.....	\$ 47.96	22.60
GROUP 17.....	\$ 48.46	22.60
GROUP 18.....	\$ 48.91	22.60
GROUP 19.....	\$ 50.49	22.60
GROUP 20.....	\$ 51.10	22.60
GROUP 21.....	\$ 51.71	22.60
GROUP 22.....	\$ 52.47	22.60
GROUP 23.....	\$ 52.93	22.60

GROUP 04: Hoist - Chicago Boom or Similar; Bridge Crane; Creator Crane; Polar Gantry Crane

GROUP 05: Pedestal Crane

GROUP 06: Hoist - Stiff Legs, Guy Derrick, or similar, 25 tons or less

GROUP 07: Hoist - Stiff Legs, Guy Derrick, or similar, 25 tons to 50 tons; K-Crane; Polar Crane; Self-erecting Tower Crane - 10 tons or less

GROUP 08: Oiler - 40 tons to 200 tons

GROUP 09: Oiler - Over 200 tons

GROUP 10: Hoist - Stiff Legs, Guy Derrick, or similar, 50 tons to 100 tons

GROUP 12: Crane - 40 tons or less

GROUP 13: Hoist - Stiff Legs, Guy Derrick, or similar, 100 tons to 200 tons

GROUP 15: Hoist - Stiff Legs, Guy Derrick, or similar, 200 tons to 300 tons

GROUP 16: Crane - 40 tons to 79 tons

GROUP 17: Crane - 80 tons to 150 tons

GROUP 18: Tower Crane; Hoist - Stiff Legs, Guy Derrick, or similar, greater than 300 tons

GROUP 19: Crane - 150 tons to 200 tons

GROUP 20: Crane - 200 tons to 250 tons

GROUP 21: Crane - 250 tons to 300 tons

GROUP 22: Crane - 300 tons to 350 tons

GROUP 23: Crane - Over 350 tons

IRON0416-003 01/01/2018

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 37.00	29.80

IRON0433-004 07/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 38.00	31.50
IRONWORKER, STRUCTURAL.....	\$ 38.00	31.05

LABO0169-037 10/01/2017

	Rates	Fringes
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LABORER (4) Pipelayer.....	\$ 25.95	10.56

LABO0872-015 07/01/2016		
	Rates	Fringes
LABORER (1) Laborer: Common or General, Landscape.....	\$ 26.00	24.69
(3) Mason Tender - Brick, Mason Tender - Cement/Concrete.....	\$ 26.31	24.69

PAIN0159-005 07/01/2018		
	Rates	Fringes
PAINTER (Brush, Roller, Spray & Drywall Finishing/Taping).....	\$ 38.61	17.81

PAIN1512-001 08/01/2018		
	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 36.55	13.74

PAIN2001-002 03/01/2018		
	Rates	Fringes
GLAZIER.....	\$ 43.67	27.30

PLAS0797-005 07/01/2018		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.91	15.52
PLASTERER.....	\$ 38.39	15.52

* PLUM0525-006 10/01/2018		
	Rates	Fringes
PIPEFITTER.....	\$ 44.65	21.96
PLUMBER (Includes HVAC Pipe Installation and HVAC Unit Installation).....	\$ 44.65	21.96

ROOF0162-004 08/01/2017		
	Rates	Fringes
ROOFER.....	\$ 26.85	9.05

SFNV0669-002 01/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 42.35	21.63

* SHEE0088-004 08/01/2018		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 45.52	28.24

TEAM0631-001 07/01/2017		
	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 28.95	25.32

SUNV2014-010 09/08/2016		
	Rates	Fringes
MASON - STONE.....	\$ 23.30	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

STATE OF NEVADA

BRIAN SANDOVAL
GOVERNOR

C. J. MANTHE
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409
OFFICE OF THE LABOR COMMISSIONER

2019 PREVAILING WAGE RATES
CLARK COUNTY

DATE OF DETERMINATION: October 1, 2018

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$250,000 BID/AWARDED
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019*

"Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010.)

- [AIR BALANCE TECHNICIAN](#)
- [ALARM INSTALLER](#)
- [BOILERMAKER](#)
- [BRICKLAYER](#)
- [CARPENTER](#)
- [CEMENT MASON](#)
- [ELECTRICIAN-COMMUNICATION TECH.](#)
- [ELECTRICIAN-LINE](#)
- [ELECTRICIAN-NEON SIGN](#)
- [ELECTRICIAN-WIREMAN](#)
- [ELEVATOR CONSTRUCTOR](#)
- [FENCE ERECTOR](#)
- [FLAGPERSON](#)
- [FLOOR COVERER](#)
- [GLAZIER](#)
- [HIGHWAY STRIPER](#)
- [HOD CARRIER-BRICK MASON](#)
- [HOD CARRIER-PLASTERER TENDER](#)
- [IRON WORKER](#)
- [LABORER](#)
- [MECHANICAL INSULATOR](#)
- [MILLWRIGHT](#)

- [OPERATING ENGINEER](#)
- [OPERATING ENG. STEEL](#)
- [FABRICATOR/ERECTOR](#)
- [OPERATING ENGINEER-PILEDRIIVER](#)
- [PAINTER](#)
- [PILEDRIIVER \(NON-EQUIPMENT\)](#)
- [PLASTERER](#)
- [PLUMBER/PIPEFITTER](#)
- [REFRIGERATION](#)
- [ROOFER \(Does not include sheet metal roofs\)](#)
- [SHEET METAL WORKER](#)
- [SPRINKLER FITTER](#)
- [SURVEYOR \(NON-LICENSED\)](#)
- [TAPER](#)
- [TILE /TERRAZZO WORKER/MARBLE MASON](#)
- [TRAFFIC BARRIER ERECTOR](#)
- [TRUCK DRIVER](#)
- [WELL DRILLER](#)
- [LUBRICATION AND SERVICE ENGINEER](#)
- [\(MOBILE AND GREASE RACK\)](#)
- [SOIL TESTER \(CERTIFIED\)](#)
- [SOILS AND MATERIALS TESTER](#)

Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:

- a) The basic hourly rate of pay; and
- b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.030 (2)(d)

The Labor Commissioner shall determine the prevailing wage to be 90 percent of the rate determined pursuant to paragraphs (a), (b) and (c) for:

(1) Any contract for a public work or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property to which a school district or the Nevada System of Higher Education is a party; and

(2) A public work of, or constructed by, a school district or the Nevada System of Higher Education, or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property of or constructed by a school district or the Nevada System of Higher Education.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations;
 - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates

The zone rate has been added to each applicable craft.

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	NSHE/SCHOOL DISTRICT RATE	Union or Non-Union Rate
AIR BALANCE TECHNICIAN			Union
Air Balance Technician-Journeyman	73.56	66.20	
Air Balance Technician-Foreman	78.11	70.30	
Air Balance Technician-General Foreman	82.66	74.39	
<u>AIR BALANCE TECHNICIAN JOB DESCRIPTION</u>			
ADD ZONE RATE In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada: Zone 1-0 to 30 miles \$0.00 Zone 2-31 to 50 miles \$2.50 Zone 3-51 to 100 miles \$3.50 (including Laughlin) Zone 4-over 100 miles \$5.00			
ALARM INSTALLER			Union
Alarm Installer	64.47	58.02	
Alarm Installer Foreman	69.58	62.63	
Alarm Installer General Foreman			
<u>ALARM INSTALLER JOB DESCRIPTION</u>			
BOILERMAKER			Union
Boilermaker	65.94	59.35	
BOILERMAKER , includes but is not limited to: 1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries; 2. Aligning structures or plate sections to assemble boiler frame tanks or vats; 3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces; 4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.			
BRICKLAYER			Union
Bricklayer-Journeyman	53.83	48.45	
<u>BRICKLAYER JOB DESCRIPTION</u>			
In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road of over fifty (50) miles from the City Hall of Las Vegas, Nevada: 0-40 Miles \$0.00 41-50 Miles \$2.50 51-70 Miles \$5.00 Over 70 Miles \$7.50			

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

CARPENTER			Union
Carpenter-Journeyman	60.91	54.82	
Carpenter-Welder	61.91	55.72	
Carpenter-Foreman	64.81	58.33	
Carpenter-General Foreman	69.10	62.19	

CARPENTER JOB DESCRIPTION

ADD ZONE RATE

In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 40 miles	\$0.00
Zone 2-40 to 60 miles	\$2.50
Zone 3-Over 60 miles	\$4.25
Colorado River Region	\$2.00

CEMENT MASON			Union
Cement Mason-Journeyman	55.58	50.02	
Cement Mason-Foreman	59.57	53.61	
Cement Mason-General Foreman	61.57	55.41	

CEMENT MASON JOB DESCRIPTION

ADD ZONE RATE

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 miles	\$0.00
Zone over 50 miles	\$4.00

ELECTRICIAN- COMMUNICATION TECHNICIAN			Union
Installer/Technician	46.07	41.46	
Senior Installer/Technician	64.47	58.03	
Installer/Technician Foreman	69.59	62.63	
Installer/Technician General Foreman	74.70	67.23	

ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

ADD ZONE RATE

In addition to ELECTRICIAN-Communication Technician, rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1- 0 to 25 miles	\$0.00
Zone 2- 26 to 55 miles	\$2.50
Zone 3-56 miles and over	\$3.50

ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR			Union
Groundman	42.28	38.05	
Lineman	64.02	57.62	
Foreman	70.19	63.17	
General Foreman	76.56	68.90	
Heavy Equipment Operator	52.19	46.97	

[ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR JOB DESCRIPTION](#)

ELECTRICIAN-NEON SIGN			Union
Journeyman	52.31	47.08	
Foreman	54.31	48.88	

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ELECTRICIAN-WIREMAN			Union
Wireman-Journeyman	64.83	58.35	
Wireman-Cable Splicer	65.35	58.81	
Wireman-Foreman	69.99	62.99	
Wireman-General Foreman	75.14	67.63	

[ELECTRICIAN WIREMAN JOB DESCRIPTION](#)

ADD ZONE RATE

In addition to ELECTRICIAN-Wireman rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-0 to 25 miles	\$0.00
Zone 2-26 to 55 miles	\$2.50
Zone 3-over 55 miles	\$3.50

ELEVATOR CONSTRUCTOR			Union
Elevator Constructor-Journeyman Mechanic	73.13	65.82	
Elevator Constructor-Mechanic In Charge	80.54	72.49	

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;

3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;			
FENCE ERECTOR			Non union
Fence Erector	19.90	17.91	
FENCE ERECTOR Includes but is not limited to: <ol style="list-style-type: none"> 1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing; 2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post; 3. Digging post holes with a spade, post hole digger or power driven auger; 4. Aligning posts through the use of lines or by sighting; 5. Verifying vertical alignment of posts with a plumb bob or spirit level; 			
FLAGPERSON			Union
Flagperson	53.09	47.78	
FLAG PERSON , includes but is not limited to: <ol style="list-style-type: none"> 1. Directing movement of vehicular traffic through construction projects; 2. Distributing traffic control signs and markers along site in designated pattern; 3. Informing drivers of detour routes through construction sites; <p>ADD ZONE RATE In addition to: FLAGPERSON rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada: Zone 1-0 to 50 Miles \$0.00 Zone 2-50 Miles and Over \$3.75 including Laughlin area</p>			
FLOOR COVERER			Union
Floor Coverer-Journeyman	49.72	44.75	
Floor Coverer-Foreman	53.15	47.84	
<u>FLOOR COVERER JOB DESCRIPTION</u>			
GLAZIER			Union
Glazier-Journeyman	73.67	66.30	
Glazier-Foreman	78.24	70.42	
<u>GLAZIER JOB DESCRIPTION</u>			
HIGHWAY STRIPER			Union
Highway Striper	54.59	49.13	
HIGHWAY STRIPER , includes but is not limited to: <ol style="list-style-type: none"> 1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns; 2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials; 			

In addition to: HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
 Zone 1-0 to 50 Miles \$0.00
 Zone 2-50 Miles and Over \$3.75 including Laughlin area.

HOD CARRIER-BRICK MASON TENDER			Union
Brick Mason	54.90	49.41	

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

ADD LABORER ZONE RATE
 In addition to: HOD CARRIER-PLASTERER – BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
 Zone 1-0 to 50 Miles \$0.00
 Zone 2-50 Miles and Over \$3.75 including Laughlin area.

HOD CARRIER-PLASTERER TENDER			Union
Plasterer Tender-Journeyman	55.99	50.39	
Plasterer Tender-Foreman	58.99	53.09	
Plasterer Tender-General Foreman	61.99	55.79	

[HOD CARRIER-PLASTERER TENDER](#)

ADD LABORER ZONE RATE
 In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
 Zone 1-0 to 50 Miles \$0.00
 Zone 2-50 Miles and Over \$3.75 including Laughlin area.

IRON WORKER			Union
Ironworker-Journeyman	69.05	62.15	
Ironworker-Foreman	72.85	65.57	
Ironworker-General Foreman			

<u>IRON WORKER JOB DESCRIPTION</u>			
LABORER			
<u>SEE GROUP CLASSIFICATIONS</u>			Union
Group 1	54.59	49.13	
Group 2	54.80	49.32	
Group 3	54.90	49.41	
Group 4	54.99	49.49	
Group 5	55.09	49.58	
Group 6A	56.33	50.70	
Group 6B	55.83	50.25	
Group 6C	55.58	50.02	
Group 6D	56.19	50.57	
Group 6E	55.83	50.25	
Group 7	54.90	49.41	
Foreman \$3.00 above highest paid journeyman supervised.			
General Foreman \$3.00 above highest paid foreman supervised.			
<u>LABORER JOB DESCRIPTION</u>			
<p>ADD LABORER ZONE RATE In addition to: LABORER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada: Zone 1-0 to 50 Miles \$0.00 Zone 2-50 Miles and Over \$3.75 including Laughlin area.</p>			
MECHANICAL INSULATOR			Union
Mechanical Insulator-Journeyman	63.73	57.36	
Mechanical Insulator-Foreman	67.01	60.31	
Mechanical Insulator-General Foreman	70.29	63.26	
<u>MECHANICAL INSULATOR JOB DESCRIPTION</u>			
<p>ADD ZONE RATE In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a road miles figured from Clark County Courthouse: Zone 1-20-45 miles- \$3.75 Zone 2-45-75 miles- \$5.00 Zone 3-75-150 miles- \$7.50 Zone 4-150 miles and over- \$8.75</p>			
MILLWRIGHT			Union
Millwright-Journeyman	61.91	55.72	
Millwright-Welder	62.91	56.62	

Millwright-Foreman	65.64	59.08	
Millwright-General Foreman	69.75	62.78	

[MILLWRIGHT JOB DESCRIPTION](#)

ADD ZONE RATE

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-1 to 14 miles	\$0.00
Zone 2-15 to 35 miles	\$1.50
Zone 3-35 miles and over	\$3.25

OPERATING ENGINEER			Union
<u>SEE GROUP CLASSIFICATIONS</u>			
Group 1	71.24	64.12	
Group 2	72.19	64.97	
Group 3	72.48	65.23	
Group 4	73.97	66.57	
Group 5	75.07	67.56	
Group 6	74.19	66.77	
Group 7	75.29	67.76	
Group 8	74.30	66.87	
Group 9	75.40	67.86	
Group 10	74.42	66.98	
Group 11	75.52	67.97	
Group 12	74.59	67.13	
Group 13	74.69	67.22	
Group 14	74.72	67.25	
Group 15	74.80	67.32	
Group 16	74.92	67.43	
Group 17	75.09	67.58	
Group 18	75.19	67.67	
Group 19	75.30	67.77	
Group 20	75.42	67.88	
Group 21	75.59	68.03	
Group 22	75.69	68.12	
Group 23	75.80	68.22	
Group 24	75.92	68.33	
Group 25	76.09	68.48	
Add \$.50 per hour for "Special" Shift			
Add \$1.00 per hour for "Multiple" Shift			

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: OPERATING ENGINEER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

OPERATING ENGINEER: CRANES, PILEDRIVING, & HOISTING EQUIPMENT			Union
SEE GROUP CLASSIFICATIONS			
<u>Group 1</u>			
Engineer Oiler	74.92	67.43	
Forklift Operator	73.83	66.45	
<u>Group 2</u>			
Truck Crane Oiler	73.97	66.57	
<u>Group 3</u>			
A-Frame or Winch Truck Operator	73.97	66.57	
Ross Carrier Operator (Jobsite)	73.97	66.57	
<u>Group 4</u>			
Bridge-Type Unloader and Turntable Operator	73.97	66.57	
Helicopter Hoist Operator	73.97	66.57	
<u>Group 5</u>			
Hydraulic Boom Truck (Pitman)	74.19	66.77	
Stinger Crane (Austin-Western or Similar Type)	74.19	66.77	
Tugger Hoist Operator (1 Drum)	74.19	66.77	
<u>Group 6</u>			
Bridge Crane Operator	74.30	66.87	
Cretor Crane Operator	74.30	66.87	
Hoist Operator (Chicago Boom and Similar Type)	74.30	66.87	
Lift Mobile Operator	74.30	66.87	
Lift Slab Machine Operator (Vagtborg and Similar Types)	74.30	66.87	
Material Hoist/Manlift Operator	74.30	66.87	
Polar Gantry Crane Operator	74.30	66.87	

Self Climbing Scaffold (or Similar Type)	74.30	66.87	
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	74.30	66.87	
Silent Piler	74.30	66.87	
Tugger Hoist Operator (2 Drum)	74.30	66.87	
Group 7			
Pedestal Crane Operator	74.42	66.98	
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	74.42	66.98	
Tower Crane Repairman	74.42	66.98	
Tugger Hoist Operator (3 Drum)	74.42	66.98	
Group 8			
Crane Operator (up to and including 25 ton capacity)	76.39	68.75	
Crawler Transporter Operator	74.59	67.13	
Derrick Barge Operator (up to and including 25 ton capacity)	74.59	67.13	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity)	74.59	67.13	
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	74.59	67.13	
Group 9			
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	76.39	68.75	
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	74.76	67.28	
Highline Cableway Operator	74.76	67.28	
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	74.76	67.28	
K-Crane	74.76	67.28	
Polar Crane Operator	74.76	67.28	
Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator)	74.76	67.28	
Group 10			

Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	77.81	70.03	
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	75.76	68.18	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	75.76	68.18	
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	77.81	70.03	
Group 11			
Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	78.31	70.48	
Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	76.76	69.08	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.)	76.76	69.08	
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	78.31	70.48	
Tower Crane Operator and Tower Gantry	78.76	70.88	
Group 12			
Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	80.95	72.86	
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	77.76	69.98	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	77.76	69.98	
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	80.95	72.86	
Group 13			
Crane Operator (over 300 tons)	81.32	73.19	
Derrick Barge Operator (over 300 tons)	77.76	69.98	
Helicopter Pilot	77.76	69.98	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	77.76	69.98	

Mobile Tower Crane Operator (over 300 tons)	81.32	73.19	
Add \$.50 per hour for "Special" Shift			
Add \$1.00 per hour for "Multiple" Shift			
<p>OPERATING ENGINEER, includes but is not limited to: Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.</p> <p>ADD ZONE RATE In addition to: CRANES, PILEDIVING AND HOISTING EQUIPMENT rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1-0 to 20 miles \$0.00 Zone 2-21 to 40 miles \$2.00 Zone 3-41 to 60 miles \$3.00 Zone 4-over 60 miles \$3.50</p>			
OPERATING ENGINEER-SURVEYOR			Union
<u>SEE GROUP CLASSIFICATIONS</u>			
Group 1	73.16	65.84	
Group 2	73.97	66.57	
Group 3	74.19	66.77	
Group 4	74.47	67.02	
Group 5	74.59	67.13	
Group 6	74.69	67.22	
Group 7	74.72	67.25	
Group 8	75.09	67.58	
Group 9	75.22	67.70	
Group 10	75.72	68.15	
<p>OPERATING ENGINEER, includes but is not limited to: Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.</p> <p>ADD ZONE RATE In addition to: OPERATING ENGINEER-SURVEYOR rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1-0 to 20 miles \$0.00 Zone 2-21 to 40 miles \$2.00 Zone 3-41 to 60 miles \$3.00 Zone 4-over 60 miles \$3.50</p>			
OPERATING ENGINEER –TUNNEL			Union

SEE GROUP CLASSIFICATIONS			
Group 1	73.09	65.78	
Group 2	74.04	66.64	
Group 3	74.33	66.90	
Group 4	74.47	67.02	
Group 5	74.69	67.22	
Group 6	74.80	67.32	
Group 7	74.92	67.43	
Group 8	75.09	67.58	
Group 9	75.22	67.70	

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: OPERATING ENGINEER-TUNNEL rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

PAINTER			Union
Painter-Journeyman	56.42	50.78	
Painter-Foreman	59.89	53.91	

[PAINTER JOB DESCRIPTION](#)

PILEDRIIVER			Union
Driverman, Rigman, Bridge and Dock Carpenter	55.46	49.91	
Certified Welder	56.46	50.81	
Piledriver-Foreman	59.19	53.27	
Diver-Diving (wet pay)	102.25	92.03	
Stand-By Diver	60.19	54.17	
Tender	59.19	53.27	

PILEDRIIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

PLASTERER			Union
Plasterer-Journeyman	54.06	48.65	
Plasterer-Foreman	57.90	52.11	
Plasterer-General Foreman	59.82	53.84	

PLASTERER JOB DESCRIPTION

ADD ZONE RATE

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 miles	\$0.00
Zone over 50 miles	\$4.00

PLUMBER/PIPEFITTER			Union
Plumber/Pipefitter-Journeyman	66.98	60.28	
Plumber-Foreman	71.45	64.30	
Plumber-General Foreman	75.91	68.32	

PLUMBER, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

- a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;
- b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
- c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
- d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
- e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

ADD ZONE RATE

In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-0-20 miles	\$ 0.00
Zone 2-21-45 miles	\$3.75
Zone 3-46-75 miles	\$7.50
Zone 4-76 miles and over	\$11.25

REFRIGERATION			Union
Refrigeration-Journeyman	66.98	60.28	
Refrigeration-Foreman	71.45	64.30	
Refrigeration-General Foreman	75.91	68.32	

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;

3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER			Union
(Does not include sheet metal roofs)			
Roofer-Journeyman	37.15	33.44	
Roofer-Foreman	42.70	38.43	

ROOFER
Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER			Union
Sheet Metal-Journeyman	73.56	66.20	
Sheet Metal-Foreman	78.11	70.30	
Sheet Metal-General Foreman	82.66	74.39	

[SHEET METAL WORKER JOB DESCRIPTION](#)

ADD ZONE RATE
In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 30 miles	\$0.00
Zone 2-31 to 50 miles	\$2.50
Zone 3-51 to 100 miles	\$3.50 (including Laughlin)
Zone 4-over 100 miles	\$5.00

SPRINKLER FITTER			Union
Sprinkler Fitter-Journeyman	59.57	53.61	
Sprinkler Fitter-Foreman	62.32	56.09	
Sprinkler Fitter-General Foreman	64.57	58.11	

SPRINKLER FITTER
Includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.			
TAPER			
Taper	56.42	50.78	
<u>TAPER JOB DESCRIPTION</u>			
TILE SETTER/TERRAZZO WORKER/MARBLE MASON			Union
Tile Setter/Terrazzo Worker/Marble Mason- Finisher	40.62	36.56	
Tile Setter	54.68	49.21	
Terrazzo Worker/Marble Mason	57.31	51.58	
<u>TILE SETTER/TERRAZZO WORKER/MARBLE MASON- FINISHER JOB DESCRIPTION</u>			
<u>TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION</u>			
ADD ZONE RATE In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, for jobs located over forty (40) miles from the City Hall of Las Vegas, Nevada:			
0-40 Miles \$0.00			
41-50 Miles \$3.75			
51-70 Miles \$5.00			
Over 71 Miles \$10.00			
TRAFFIC BARRIER ERECTOR			Union
Traffic Barrier Erector	54.59	49.13	
TRAFFIC BARRIER ERECTOR , includes but is not limited to: Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.			
In addition to: TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:			
Zone 1-0 to 50 Miles \$0.00			
Zone 2-50 Miles and Over \$3.75 including Laughlin area.			
TRUCK DRIVER			
<u>SEE GROUP CLASSIFICATIONS</u>			Union
Group 1	56.02	50.42	
Group 2	56.12	50.51	
Group 3	56.33	50.70	
Group 4	56.51	50.86	
Group 5	56.66	50.99	
Group 6	57.01	51.31	

Foreman \$1.00 above highest paid journeyman supervised.											
<p>TRUCK DRIVER, includes but is not limited to: Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any)</p> <p>ADD ZONE RATE In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:</p> <table> <tr> <td>Zone 1-0 to 20 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-20 to 40 miles</td> <td>\$1.50</td> </tr> <tr> <td>Zone 3-40 to 60 miles</td> <td>\$2.50</td> </tr> <tr> <td>Zone 4-Over 60 miles</td> <td>\$3.50</td> </tr> </table>				Zone 1-0 to 20 miles	\$0.00	Zone 2-20 to 40 miles	\$1.50	Zone 3-40 to 60 miles	\$2.50	Zone 4-Over 60 miles	\$3.50
Zone 1-0 to 20 miles	\$0.00										
Zone 2-20 to 40 miles	\$1.50										
Zone 3-40 to 60 miles	\$2.50										
Zone 4-Over 60 miles	\$3.50										
WELL DRILLER			Non Union								
Well Driller	71.79	64.61									
<p>WELL DRILLER, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells; 2. Extending stabilizing jackscrews to support and level a drilling rig; 3. Installing water well pumps; 4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information. 											
EQUIPMENT GREASER (RACK)			Union								
Equipment Greaser (rack)	72.48	65.23									
<p>ADD ZONE RATE In addition to: EQUIPMENT GREASER (RACK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:</p> <table> <tr> <td>Zone 1-0 to 20 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-21 to 40 miles</td> <td>\$2.00</td> </tr> <tr> <td>Zone 3-41 to 60 miles</td> <td>\$3.00</td> </tr> <tr> <td>Zone 4-over 60 miles</td> <td>\$3.50</td> </tr> </table>				Zone 1-0 to 20 miles	\$0.00	Zone 2-21 to 40 miles	\$2.00	Zone 3-41 to 60 miles	\$3.00	Zone 4-over 60 miles	\$3.50
Zone 1-0 to 20 miles	\$0.00										
Zone 2-21 to 40 miles	\$2.00										
Zone 3-41 to 60 miles	\$3.00										
Zone 4-over 60 miles	\$3.50										
EQUIPMENT GREASER (GREASE TRUCK)			Union								
Equipment Greaser (grease truck)	75.07	67.56									
<p>ADD ZONE RATE In addition to: EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:</p> <table> <tr> <td>Zone 1-0 to 20 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-21 to 40 miles</td> <td>\$2.00</td> </tr> <tr> <td>Zone 3-41 to 60 miles</td> <td>\$3.00</td> </tr> <tr> <td>Zone 4-over 60 miles</td> <td>\$3.50</td> </tr> </table>				Zone 1-0 to 20 miles	\$0.00	Zone 2-21 to 40 miles	\$2.00	Zone 3-41 to 60 miles	\$3.00	Zone 4-over 60 miles	\$3.50
Zone 1-0 to 20 miles	\$0.00										
Zone 2-21 to 40 miles	\$2.00										
Zone 3-41 to 60 miles	\$3.00										
Zone 4-over 60 miles	\$3.50										

EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)			Union
Equipment Greaser (grease truck/multi-shift)	73.97	66.57	
ADD ZONE RATE In addition to: EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1-0 to 20 miles \$0.00 Zone 2-21 to 40 miles \$2.00 Zone 3-41 to 60 miles \$3.00 Zone 4-over 60 miles \$3.50			
TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)			Union
Tunnel, Equipment Greaser (grease truck)	74.69	67.22	
ADD ZONE RATE In addition to: TUNNEL, EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1-0 to 20 miles \$0.00 Zone 2-21 to 40 miles \$2.00 Zone 3-41 to 60 miles \$3.00 Zone 4-over 60 miles \$3.50			
FIELD SOILS AND MATERIAL TESTER			Union
Field Soils and Material Tester	72.19	64.97	
ADD ZONE RATE In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1-0 to 20 miles \$0.00 Zone 2-21 to 40 miles \$2.00 Zone 3-41 to 60 miles \$3.00 Zone 4-over 60 miles \$3.50			
FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)			Union
Field Asphaltic Concrete (soils and material tester)	72.19	64.97	
ADD ZONE RATE In addition to: FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1-0 to 20 miles \$0.00 Zone 2-21 to 40 miles \$2.00 Zone 3-41 to 60 miles \$3.00 Zone 4-over 60 miles \$3.50			

GROUP CLASSIFICATIONS

LABORER

Group 1

Construction Clean-Up
Dry packing of concrete & filling of form bolt holes
File grader, highway & street paving, airport runways & similar type heavy construction
Gas & oil pipeline laborer
Guinea chaser
Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)
Laborer, packing rod steel & pans
Laborer, temporary water lines (portable type)
Landscape gardener
Nurseryman
Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials
Underground laborer, including caisson bellows
Scaffold Erector (under 14 ft.)
Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)
Materials Handler – (incidental to trade)
Tool Crib
Light Crib
Light Tool Repairman
Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to follow the landscape plan.)
Mechanical Stabilized Earth Wall
Construction Clean Up
Certified Firewatch

Group 2

Asphalt raker, ironer, spreader, luteman
Buggymobile man
Cement dumper (on one yard or larger mixers & handling bulk cement)
Cesspool digger and installer
Chucktender (except tunnels)
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
Gas and oil wrapper, pot tender and form man
Making and caulking of all non-metallic pipe joints
Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
Operator of cement grinding machine
Riprap stonepaver
Roto-scraper
Sandblaster (pot tender)
Scaler
Septic tank digger and installer (lead man)

Tank scaler and cleaner
Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3

Cutting torch operator
Gas and oil pipeline wrapper
Gas and oil pipeline laborer, certified
Jackhammer and/or pavement breaker
Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile
Mudcutter
Concrete vibrator operator, all sizes
Rock slinger
Scaler (using bos'n chair or safety belt or power tools)
Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile.
Cement dumper (on one yard or larger mixers and handling bulk cement
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Decorative rock installer (ponds, waterfalls, etc.)
Shotcrete/gunite

Group 4

Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
Head rock slinger
Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
Sandblaster (nozzleman)
Steel header-board man

Group 5

Driller (core, diamond or wagon)
Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
Gas and oil pipeline fusion
Gas and oil pipeline wrappers, 6" pipe and over

Group 6

Miner and Bullgang

Group 7

Asbestos Abatement
Lead Abatement
Hazardous Waste Abatement
Petro-Chemical Abatement
Radiation Remediation
Microbial Remediation
\$.50 wage rate above group III when wearing protective suite or respirator
Employees shall be properly certified and/or licensed at time of dispatch.

OPERATING ENGINEER, includes but is not limited to:

Group 1

Bargeman
Blade Operator Assistant
Brakeman
Compressor Operator
Ditch Witch, with seat or similar type equipment
Elevator Operator - inside
Engineer Oiler
Forklift Operator (under 5 Tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Pump Operator
Signalman
Steam Cleaner/Pressure Washer
Switchman

Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to ¾ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

Group 3

Asphalt-Rubber Blend Operator
Bobcat or similar type (Skid Steer)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4

Asphalt Plant Fireman
Backhoe Operator (Mini-Max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super
Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)

Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5

No current classification

Group 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Derrickman (Oilfield type)
Drilling Machine Operator, Bucket or Auger Types (Calweld 100
Bucket or similar types - Watson 1000 Auger or similar types -
Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)
Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, curb or gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System (below ground)
Pavement Breaker Operator (truck mounted)
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar
types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator

Vacuum Blasting Machine Operator
Welder - General

Group 7

Welder - General (Multi-Shift)

Group 8

Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including $\frac{3}{4}$ yd.) Small Ford, Case or similar.
Cast in Place Pipe Laying Machine Operator
Combination Mixer and Compressor Operator (Guniting Work)
Compactor Operator - self propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator (Non Portable)
Drill Doctor
Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
Elevating Grader Operator
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman
Heavy Equipment Robotics Operator
Kalamazoo Balliste Regulator or similar type
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
PC 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Portable Crushing Plant Operator
Pumpcrete Gun Operator
Rock Drill or similar types
Rotary Drill Operator (excluding Caisson type)
Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over $1\frac{1}{2}$ yds. up to and including $6\frac{1}{2}$ yds.)
Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
Surface Heaters and Planer Operator

Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

Group 9

Heavy Duty Repairman (Multi-Shift)

Group 10

Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
Dual Drum Mixer
Heavy Duty Repairman-Welder Combination
Monorail Locomotive Operator (diesel, gas or electric)
Motor Patrol - Blade Operator (single engine)
Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
Pneumatic Pipe Ramming Tool and similar types
Pre-Stressed Wrapping Machine Operator (2 Operators required)
Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman
Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
Welder-Certified
Woods Mixer Operator (and similar Pugmill equipment)

Group 11

Dynamic Compactor LDC350 (or similar types)
Heavy Duty Repairman-Welder Combination (Multi-Shift)
Welder-Certified (Multi-Shift)

Group 12

Auto Grader Operator
Automatic Slip Form Operator
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
Hoe Ram or similar with Compressor
Mass Excavator Operator - Less than 750 cu. yds.
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engine)
Pipe Mobile Machine Operator
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)

Vermeer Rock Trencher (or similar type)

Group 13

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14

Canal Liner Operator (not less than four (4) employees - Operator, Oiler, Welder, Mechanic, Grade Checker required)

Canal Trimmer Operator

Remote Controlled Earth Moving Equipment Operator (no one (1)

Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar (\$1.00) per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour)

Group 15

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

Group 16

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 17

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Group 18

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

Group 19

Rotex Concrete Belt Operator (or similar types)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

Group 20

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 21

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Group 22

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

Group 25

Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDIVING AND HOISTING EQUIPMENT

Group 1

Engineer Oiler
Forklift Operator

Group 2

Truck Crane Oiler

Group 3

A-Frame or Winch Truck Operator
Ross Carrier Operator (jobsite)

Group 4

Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

Group 5

Hydraulic Boom Truck (Pitman)
Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)

Group 6

Bridge Crane Operator
Cretor Crane Operator
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator
Lift Slab Machine Operator (Vagtborg and similar types)
Material Hoist/Manlift Operator
Polar Gantry Crane Operator
Self Climbing Scaffold (or similar type)
Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Silent Piler
Tugger Hoist Operator (2 drum)

Group 7

Pedestal Crane Operator
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

Group 8

Crane Operator (up to and including 25 ton capacity)
Crawler Transporter Operator
Derrick Barge Operator (up to and including 25 ton capacity)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

Group 9

Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
Highline Cableway Operator
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)
K-Crane
Polar Crane Operator
Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).

Group 10

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)
Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Group 11

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton

M.R.C)
Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Tower Crane Operator and Tower Gantry

Group 12

Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)
Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)
Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Group 13

Crane Operator (over 300 tons)
Derrick Barge Operator (over 300 tons)
Helicopter Pilot
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS

Group 1

Chainman

Group 2

Rodman

Group 3

Instrument man

Group 4

Global Position Systems Chainman and Rodman
Hydrographic Engineering Technician I (Chainman)

Group 5

Party Chief

Group 6

E.D.M. or Fathometer Instrument man

Group 7

Certified Party Chief

Group 8

Hydrographic Engineer Party Chief

Group 9

Certified Hydrographic Engineer Party Chief
Global Position Systems Party Chief

Group 10

Chief of Parties
Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1

Heavy Duty Repairman Helper

Group 2

Skiploader (wheel type up to ¾ yd. without attachment)

Group 3

Power - Driver Jumbo Form Setter Operator

Group 4

Dinkey Locomotive or Motorman (up to and including 10 tons)

Group 5

Bit Sharpener

Equipment Greaser (Grease Truck)

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30 tons)

Welder - General

Group 6

Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd.)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Pneumatic Heading Shield (tunnel)

Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

Group 7

Heavy Duty Repairman-Welder Combination

Group 8

No current classification

Group 9

Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1

Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

Group 2

Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on jobsite used for transportation or more than sixteen (16) passengers), warehouse clerk.

Group 3

Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

Group 4

Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over) drivers of fuel and water trucks (6,000 gallon and over).

Group 5

Drivers of trucks and trailers in combination (six axles or more).

Group 6

All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

2018-2019 PREVAILING WAGE RATE

- AMENDMENT 3
- Classification – **SOIL TESTER (CERTIFIED) & SOILS AND MATERIALS TESTER**
- County – ALL COUNTIES
- Effective – October 1, 2018

The following represents the amended wage rates.

CARSON CITY			
CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	37.99	34.19	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	37.99	34.19	

CHURCHILL			
CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	38.24	34.42	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	38.24	34.42	

CLARK			
CRAFT	RATE	NSHE or School District	Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	71.19	64.07	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	71.19	64.07	

ADD ZONE RATE

In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

DOUGLAS

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	42.83	38.55	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	42.83	38.55	

ELKO

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	43.10	38.79	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	43.10	38.79	

ESMERALDA

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	41.53	37.38	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	41.53	37.38	

EUREKA

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	36.46	32.81	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	36.46	32.81	

HUMBOLDT

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	44.34	39.91	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	44.34	39.91	

LANDER

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	44.34	39.91	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	44.34	39.91	

LINCOLN

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	36.46	32.81	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	36.46	32.81	

LYON

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	36.73	33.06	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	36.73	33.06	

MINERAL

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	39.56	35.60	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	39.56	35.60	

NYE

CRAFT	RATE	NSHE or School District	Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	71.19	64.07	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	71.19	64.07	

ADD ZONE RATE

In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

PERSHING

CRAFT	RATE	Non Union
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		NSHE or School District
SOIL TESTER (CERTIFIED)		
Soil Tester (Certified)	38.89	35.00
SOILS AND MATERIALS TESTER		
Soils and Materials Tester	38.89	35.00

STOREY			
CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	33.49	30.14	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	33.49	30.14	

WASHOE			
CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	36.01	32.41	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	36.01	32.41	

WHITE PINE			
CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	36.46	32.41	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	36.46	32.41	

2018-2019 PREVAILING WAGE RATE

- AMENDMENT 5
- Classification – Millwright *Zone Rate*
- County – All Counties
- Effective – October 1, 2018

The following represents the amended wage rates.

For Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe and White Pine Counties

ADD ZONE RATE

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from the County Courthouse in Reno, Nevada:

Zone 1-0 to 15 miles	\$0.00
Zone 2-15 to 35 miles	\$2.50
Zone 3-Over 35 miles	\$4.25

For Clark, Esmeralda, Lincoln and Nye Counties

ADD ZONE RATE

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated on road miles from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 20 miles	\$0.00
Zone 2-20 to 40 miles	\$2.50
Zone 3-Over 40 miles	\$4.25

RTC-CONTRACTOR AGREEMENT
EXHIBIT E – FEDERAL CONDITIONS
CONTRACT NO. 17-050CON
IBMF BUS WASH IMPROVEMENT PROJECT
PWP-CL-2019-103

EXHIBIT E
FEDERAL CONDITIONS



REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

Construction Contracts

Contractor(s) performing FTA-assisted projects under Regional Transportation Commission of Southern Nevada (RTC) must comply with all applicable Federal requirements.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies, "49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA-assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal

Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

3. ACCESS TO RECORDS

(a) The Contractor shall permit the authorized representatives of the RTC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract until the expiration of three years after final payment under this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the RTC, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, paper and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

4. FEDERAL CHANGES

Contractor shall comply at all times with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RTC and FTA, as they may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

5. CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex (including gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity (contracts over \$10,000) - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex (including gender identity), or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49

U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. Nondiscrimination - The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- e. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- f. RTC title VI Program Requirements.

In accordance with 49 CFR Part 21 and as described in the FTA Circular 4702.1B and upon request from RTC, the Contractor shall comply with the following reporting requirements. The Contractor is also responsible for ensuring compliance for each third-party contractor at any tier.

- a. Provide an Annual Title VI Certification and Assurance.
- b. Establish and maintain Title VI compliance procedures.
- c. Record Title VI investigations, complaints, and lawsuits.
- d. Provide meaningful access to Limited English Proficient Persons.
- e. Notify beneficiaries of protection under Title VI.
- f. Provide additional information upon request.
- g. Prepare and submit a Title VI Report.
- h. Guidance on conducting an Analysis of Construction Projects.
- i. Guidance on promoting Inclusive Public Participation.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)/ SMALL BUSINESS ENTERPRISES(SBE)

The following DBE requirements apply to the resulting contract of this solicitation:

- (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.
- (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

- (c) DBE/SBE Goal.

A mandatory SBE contract goal of 3.6% has been established for this contract. You may visit the Nevada Unified Certification Program website at <http://nevadadbe.com/website/index.php> for a database of federally certified DBE firms. All DBE-certified firms are also certified as SBEs.

- (d) Bidders are required to document sufficient SBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so. Good faith efforts will be evaluated as provided for in 49 CFR 26.53.
- (e) Award of this contract is conditioned on submission of the following concurrent with and accompanying the bid:
 - (i) The names and addresses of SBE firms that will participate in this contract;
 - (ii) A description of the work each SBE will perform;
 - (iii) The dollar amount of the participation of each SBE firm participating;

- (iv) Written documentation of the respondent's commitment to use a SBE subcontractor whose participation it submits to meet the contract goal;
- (v) Written confirmation from the SBE that it is participating in the contract as provided in the prime contractor's commitment; and
- (vi) If the contract goal is not met, evidence of good faith efforts to do so.

- (f) Contractor is required to pay each subcontractor under this contract for satisfactory performance of its contracts no later than 30 days from receipt of each payment received by the prime contractor from RTC.

The prime contractor must return retainage payments to each subcontractor within 10 days after the subcontractors' work is satisfactorily completed.

If a prime contractor determines subcontractor work to be unsatisfactory, it must notify RTC's Liaison Officer immediately, in writing, and state the reasons. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

- (g) Contractor shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RTC written consent.
- (h) Contractor shall not terminate an SBE subcontractor listed in response to paragraph (e) of this section (or an approved substitute SBE firm) without RTC prior written consent.
- (i) Unless RTC consent is obtained, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed SBE.
- (j) Before submitting a request to terminate and/or substitute a SBE subcontractor, Contractor must give notice in writing to the SBE subcontractor, with a copy to RTC, of its intent to request to terminate and/or substitute, and the reason for the request.
- (k) Contractor must give the SBE five days to respond to Contractor's notice and advise RTC and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why RTC should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), RTC may approve a response period shorter than five days.
- (l) When an SBE subcontractor is terminated as provided in paragraph (f) above, or fails to complete its work on the contract for any reason, Contractor is required to make good faith efforts to find another SBE subcontractor to substitute for the original SBE. These good faith efforts shall be directed at finding another SBE to

perform at least the same amount of work under the contract as the SBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

(m) The successful bidder shall make available a copy of all subcontracts. All subcontracts or agreements must be performed in accordance with the above provisions.

(n) Contractor shall supply monthly reports of DBE/SBE participation in a form acceptable to RTC.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause RTC to be in violation of the FTA terms and conditions.

8. TERMINATION (contracts exceeding \$10,000)

If the Contractor refuses or fails to execute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, RTC may terminate this contract for default. RTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, RTC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to RTC resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by RTC in completing the work.

The Contractor's right to proceed shall not be terminated, nor shall the Contractor be

charged with damages, under this clause if:

- (a) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with RTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (b) The contractor, within [10] days from the beginning of any delay, notifies RTC in writing of the causes of delay. If in the judgment of RTC, the delay is excusable, the time for completing the work shall be extended. The judgment of RTC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of RTC.

9. SUSPENSION AND DEBARMENT (contracts over \$25,000)

Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB Guidelines for Agencies on Government-wide Suspension and Debarment (Non-Procurement)] and under DOT supervision thru Subtitle B, Part 1200 (Non-Procurement Debarment and Suspension) mandate that RTC (grantee), contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. The contract resulting from this procurement is a covered transaction for purposes of 2 CFR Part 180. RTC does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

10. BUY AMERICA REQUIREMENTS (contracts over \$150,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Proposals/bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. (See Form in Bid Documents)

11. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION (contracts over \$150,000)

RTC PROTEST PROCEDURES

Any Bidder may protest to the Owner the proposed award of a contract by the RTC Commission provided the Bidder complies with the procedure set forth below. The RTC Commission will not consider any appeal unless the Bidder complies with this procedure. In order for a bid protest to be considered by the Owner, it must be submitted by a Bidder in accordance with the procedures set forth herein. A protest which is submitted by a party which is not a Bidder, or which is not in accordance with the procedures shall not be considered by the Owner, and will be returned to the submitting party without any further action by the Owner.

Filing a Notice of Protest on a Bid

A Bidder may file a notice of protest with the Owner if:

It submitted a bid on a contract that was required to be advertised pursuant to NRS 332 or NRS 338; and

The bids were opened; and

Within the period specified by the Owner, the Bidder filed a notice of protest regarding the awarding of the contract;

The Bidder believes the applicable provisions of law were violated.

Notice of Protest Procedure

A notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated.

A Bidder filing a notice of protest is required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety

authorized to do business in this State or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

1. Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
2. Two Hundred Fifty Thousand Dollars

Protests must be submitted in writing within five business days after the bid opening date. Protests must be submitted to:

Regional Transportation Commission,
Attn: Manager, Purchasing & Contracts,
600 South Grand Central Parkway, Suite 350,
Las Vegas, Nevada 89106-4512.

All protests must be received at the appropriate Owner's address listed above during normal office hours.

Effect of Protests on Procurement Action

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the Owner on the protest.

A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Owner has made a determination of the protest and awarded the project.

The Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the bidder files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Owner in an amount equal to the

expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

Resolution of Protests

Upon receipt of a notice of protest, the Purchasing and Contracts department will notify General Counsel, the Assistant General Manager and the General Manager. Purchasing and Contracts will notify the protester in writing within two days after the receipt of the notice of protest that the protest is being considered. In the notification, Purchasing and Contracts will inform the protester of any additional information required for evaluation of the protest by the owner, and the protester will be given two days to provide the omitted or incomplete information, protest bond, or documentation in order for the protest to be further considered. If complete information is not received, Owner need not consider the protest any further.

After receipt of a complete notice of protest and protest bond or other security, Purchasing and Contracts will review protest for validity and will work with the protester, and any other interested party to resolve.

Absent resolution, staff will notify the General Manager, who will make a recommendation to the RTC commission of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protester and other parties, and the Owner's own investigation and analysis of what provisions of the law were violated.

If the protest is upheld, the Owner will take appropriate action to correct the procurement process and protect the rights of the protester, including re-solicitation, revised evaluation of bids, Owner determination or termination of the contract.

If the protest is denied, the Owner will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the contract.

A protester adversely affected by a bid protest decision by the RTC Commission may appeal such decision to the Eighth Judicial District Court of Nevada.

Federal Transit Administration Appeals

If the Owner procurement is funded by the Federal Transit Administration (FTA), the provisions of this section apply.

The initial protest must be reported or disclosed by the Owner to the FTA.

A protester adversely affected by a bid protest decision of the RTC Commission may submit a protest to the FTA in accordance with the provisions of FTA circular 4220.1F, or a currently in effect as of the date of the Owner's decision on the bid protest.

Under the provision of the FTA circular, FTA will only review protests regarding the alleged failure of the Owner to have written protest procedures or to have followed such protest procedures.

In accordance with the FTA circular, such protests must be filed no later than five days after a final decision is rendered under the Owner's protest procedure. In instances where the protester alleges that the RTC failed to make a final determination on the protest, protesters must file a protest with the FTA no later than five days after the protester knew or should have known of the Owner's failure to render a final determination of the protest.

Under the following conditions, the RTC may proceed with the procurement in spite of a pending protest to the FTA:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the RTC or the Federal Government.

In addition to, or as an alternative to a protest to the FTA, a protester adversely affected by a bid protest decision by the Commission may also appeal such decision to the Eighth Judicial District Court of Nevada.

12. LOBBYING (contracts over \$150,000)

Contractors shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying" (see bid documents). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to RTC.

13. CLEAN AIR REQUIREMENTS (contracts over \$150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. CLEAN WATER REQUIREMENTS (contracts over \$150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or

commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients (such as RTC) of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (contracts over \$2,000)

(a) Minimum Wages

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of

wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (5) (a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (c) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (e) Withholding - RTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the RTC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(f) Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (a) The contractor shall submit weekly for each week in which any contract

work is performed a copy of all payrolls to the RTC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (3) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during

working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(e) Apprentices and Trainees

(1) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

- (f) Compliance with Copeland Act Requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 - (g) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (h) Contract Termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - (i) Compliance with Davis-Bacon and Related Act Requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (j) Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
 - (k) Certification of Eligibility (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
18. Contract Work Hours and Safety Standards (contracts over \$150,000) The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

(a) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages - RTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. BONDING REQUIREMENTS

Bid Bond Requirements (Construction over \$150,000)

(a) Bid Security

The Bidder shall submit the Bid Security with the Bid Proposal in the amount of five percent (5%) of the Base Bid pledging that the Bidder will within five (5) business days after issuance of a Notice of Award execute the RTC-Contractor Agreement as required by the Bid Documents. The Bid Security shall be in the form of the Bid Bond or, at the option of the Bidder, may be in the form of a cashier's check, certified check or money order provided the instrument is issued in the name of the Regional Transportation Commission of Southern Nevada as the payee. The check and money order must reflect the bid number of the Project. A Bid Bond issued by an individual as the surety is not acceptable to the RTC.

If the Bid Security is a Bid Bond, it shall be issued by a surety company acceptable to the RTC. The surety company must be licensed to issue the Bid Bond by the State of Nevada Insurance Division pursuant to NRS 683A.090. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix thereto a certified and current copy of his power of attorney.

(b) Required Bonds

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds:

1. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
2. Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the Contractor in the amount of 100% of the Contract Amount.
3. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

(b) Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the RTC. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

(c) Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under GC.7.B (Acceptable Surety) of the Contract, the RTC may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the RTC, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the RTC to any of the remedies set forth in Section GC.10 (Breach of Contract and Remedies) of the Contract.

Bid Security – A Bid Bond must be issued by a fully qualified surety company acceptable to RTC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described hereunder.

(d) Rights Reserved – In submitting this Bid, it is understood and agreed by bidder that the right is reserved by RTC to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of RTC.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of RTC, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of RTC's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by RTC as provided in item (a) above shall prove inadequate to fully recompense RTC for the damages occasioned by default, then the undersigned bidder agrees to indemnify RTC and pay over to RTC the difference between the bid security and

RTC's total damages, so as to make RTC whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on the bid form, other than that requested will render the bid unresponsive.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. RTC shall determine the amount of the advance payment bond necessary to protect RTC.

Warranty of the Work and Maintenance Bonds

- (a) The Contractor warrants to RTC, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by RTC, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- (b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period as specified in the bid documents and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to RTC. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to RTC written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

20. SEISMIC SAFETY (building construction)

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

21. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sections 6321 *et seq.*

22. RECYCLED PRODUCTS (applicable to procurement actions in excess of \$10,000 involving items designated by the EPA in their "Comprehensive Procurement Guideline for Products Containing Recovered Materials")

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

23. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE (ITS Projects)

To the extent applicable RTC, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *FR* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

24. ADA ACCESS

Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, which prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities.

Contractor agrees to comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

Design and Construction Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

25. VETERANS PREFERENCE

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that Contractor and each of its Subcontractors:

- (1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

BUY AMERICA CERTIFICATE

CERTIFICATION OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it and/or the manufacturer it represents will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date: 12/18/2018

Signature: 

Title: Senior Vice President

Company Name: Sletten Construction of Nevada, Inc.

CERTIFICATION OF NON-COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it and/or the manufacturer it represents cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

[If a successful bidder fails to demonstrate that it complies with its certification, it will be required to take the necessary steps in order to achieve compliance. If a bidder takes these necessary steps, it will not be allowed to change its original bid price. If a bidder does not take the necessary steps, it will not be awarded the contract if the contract has not yet been awarded, and it is in breach of contract if a contract has been awarded]

CERTIFICATION REGARDING LOBBYING

I, Dane Carter, Senior Vice President, the undersigned hereby certify on behalf
(Typed Name and Title of Company Official)
of Sletten Construction of Nevada, Inc. to the best of his or her knowledge
(Typed Name of Company)

and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executed this 12/18/2018 day of December, 2018

By: 
(Signature of Authorized Official)
Senior Vice President
(Title of Authorized Official)

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

1. The Lower Tier Participant, _____,
[Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, _____,
[Typed Name of Contractor]

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF EXECUTIVE ORDERS NOS. 12549 AND 12689, "DEBARMENT AND SUSPENSION," 31 U.S.C. SECTIONS 6101 *ET SEQ.*, AND "GOVERNMENTWIDE DEBARMENT AND SUSPENSION," 49 C.F.R. PART 29 ARE APPLICABLE THERETO.



(Signature and Title of Authorized Official)

12/18/2018

Date

ASSURANCE OF SMALL BUSINESS ELEMENT PARTICIPATION

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID.

The Regional Transportation Commission of Southern Nevada (RTC) has established a goal to identify, communicate and work with socially and economically disadvantaged businesses in the RTC procurement process of construction projects, commodities, and services. The RTC wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process. Therefore, RTC expects all general contractors to solicit Disadvantaged Business Enterprises (DBE) and Small Business Elements (SBE) certified in accordance with U.S. Department of Transportation regulations, 49CFR Part 26, as subcontractors and material suppliers.

The Proponent hereby assures that it shall make Good Faith Efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a specified percentage of the dollar value of the Contract to small business concerns owned and controlled by socially and economically disadvantaged individuals.

The apparent successful Proponent will be required to submit information concerning the DBEs/SBEs that will participate in this Contract. The information will include the name and address of each DBE/SBE, a description of the work to be performed by each named firm, and the dollar value of the contract.

Any substitutions of DBE/SBE firms shall comply with provisions of the Contract. In the event that the Proponent is unable to fulfill the goal requirement, the Proponent has attached documentation detailing its good faith efforts to meet the goal.

(Proponent shall insert the percentage for DBE/SBE participation even if the percentage is less than the Contract goal).

Sletten Construction of Nevada, Inc.

Name of Proponent

By: 

(Signature of Authorized Representative*)

Name: **Dane Carter**

(Type or Print)

Title: **Senior Vice President**

Date: **12/18/2018**

***This Proponent's Assurance shall be executed by a duly authorized representative of the firm.**

GUIDANCE CONCERNING GOOD FAITH EFFORTS

49 CFR PART 26 APPENDIX A

TITLE 49 - TRANSPORTATION

SUBTITLE A - OFFICE OF THE SECRETARY OF TRANSPORTATION

PART 26 - PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

subpart f - COMPLIANCE AND ENFORCEMENT

Appendix A to Part 26 - Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

FEDERAL DBE/SBE SUBCONTRACTOR VENDOR INFORMATION FORM

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID/PROPOSAL.

NAME OF DBE/SBE	CONTACT PERSON AND PHONE NUMBER	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	DOLLAR VALUE OF CONTRACT	PERCENT DBE/SBE	*DESIGNATION GROUP (a-f)	AMOUNT TOWARDS DBE/SBE GOAL
Valley Steel	Mike Lally 702-228-1510	Wash Equipment Supplier	1,023,600.	14.9	F	614,160.00

*100% for DBE/SBE subcontractors and manufacturers self-performing the work, 60% for DBE/SBE suppliers (regular dealers)

For all Firms listed as Disadvantaged Business Enterprises (DBEs) or Small Business Enterprises (SBEs), attach a copy of the current certification letter.

Bid Amount (Base Bid Total plus All Additives Alternates): \$ 4,114,426.00
 Total DBE/SBE Amount: \$ 614,160.00
 Percentage of DBE/SBE Participation 14.9 %

Sletten Construction of Nevada, Inc.
 Name of Proponent
 Signature of Authorized Representative

Dane Carter
 Authorized Representative (Type or Print)
 Senior Vice President
 Title

- (*) Designation Group:
 (a) Black American
 (b) Hispanic American
 (c) Native American
 (d) Asian-Indian American
 (e) Asian-Pacific American
 (f) Female

Date: 12/18/2018

FEDERAL PROJECTS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) / SMALL BUSINESS ELEMENT (SBE) VERIFICATION FORM

NAME OF PRIME CONTRACTOR OR CONSULTANT: Sletten Construction of Nevada, Inc.

TITLE OF RTC PROJECT: 17-050CON RTC IBMF Bus Wash Improvement

INVOICE REPORTING PERIOD: _____ INVOICE NUMBER: _____

NAME OF DBE / SBE SUBCONTRACTOR(S) OR SUBCONSULTANT(S)	TYPES OF SERVICES PROVIDED	TOTAL \$ AMOUNT AWARDED TO DBE/SBE FIRM	\$ AMOUNT SUBCONTRACTED TO ANOTHER DBE/SBE FIRM	\$ AMOUNT SUBCONTRACTED TO NON-DBE/SBE FIRM	TOTAL AMOUNT SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (Towards DBE/SBE Goal)	% OF WORK SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (CUF) (Towards DBE/SBE Goal)
(1)		\$	\$	\$	\$	
(2)		\$	\$	\$	\$	
(3)		\$	\$	\$	\$	
(4)		\$	\$	\$	\$	
(5)		\$	\$	\$	\$	
(6)		\$	\$	\$	\$	
(7)		\$	\$	\$	\$	
(8)		\$	\$	\$	\$	
TOTALS:		\$	\$	\$	\$	

Note: If there is no DBE/SBE activity for this time period, indicate so by filling in zeros after the name of each DBE / SBE. Count 100% for DBE / SBE subcontractors and manufacturers for work they are self-performing; 60% for DBE / SBE suppliers (regular dealers).

PROJECTED DBE/SBE PARTICIPATION AT CONTRACT COMPLETION: _____ %



 SIGNATURE

AUTHORIZED REPRESENTATIVE
Dane Carter

 DATE
12/18/2018

This form must be completed, signed, dated, and submitted to the RTC with each invoice or the invoice will not be paid.

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, Dane Carter (Name), the Senior Vice President
(Title - e.g., President, Vice President, etc.) of Sletten Construction of Nevada, Inc.
("Company"), do state the following with regard to payments made under Contract No.
17-050CON IBMF Bus Wash Improvement ("Contract"):

- 1. Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than five (5) business days after Company received payment from RTC.
- 2. Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by RTC. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the RTC may cause the Payment Request to be rejected by RTC.)
- 3. All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not RTC has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.
- 4. There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the RTC Authorized Representative.

Attach a copy of the written approval from the RTC Authorized Representative.

Sletten Construction of Nevada, Inc.

Company Name Sletten Construction of Nevada, Inc.

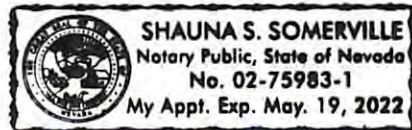
Signature

Print Name Dane Carter

Date: 12/18/2018

Subscribed and sworn to before me this 18 day of December 2018.

Notary Public



Shauna Somerville

BIDDERS LIST (REQUIRED AT BID DUE DATE)

Project: IBMF Bus Wash Improvement **Date:** 12/18/2018
Submitted by: Sletten Construction of Nevada, Inc.

Prime Contractor (Bidder) Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via Nevada's UCP Directory)	Age of Firm	Annual Gross Receipts
Sletten Construction of Nevada, Inc.	5825 Polaris Ave., Las Vegas, NV 89118	Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
Sub-bidder Firm Names	Firm Address/ Phone #	DBE or Non-DBE Status (verify via Nevada's UCP Directory)	Age of Firm	Annual Gross Receipts
Valley Steel	702-228-1510 4070 Ponderosa Way Las Vegas, NV 89118	WBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input checked="" type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
P1 Group	702-270-4432 4710 Post Rd Suite 140 Las Vegas, NV 89118	Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
Commercial Roofers	702-876-1777 3865 Naples Las Vegas, NV 89103	Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
Bruin Painting	702-891-9477 8 Sunset Way Suite 105 Henderson, NV 89014	Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. RTC's SBE goal for this project is stated in the Solicitation Documents. The Bidder/Proponent shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as RTC deems appropriate. Each subcontract the Bidder/Proponent signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13 (b)). The Bidder/Proponent is required to pay its sub-contractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Bidder's receipt of payment for that work for RTC. In addition, the Bidder/Proponent may not hold retainage from its sub-contractor.

The Bidder/Proponent must promptly notify RTC whenever a DBE sub-contractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-contractor to perform at least the same amount of work. The Bidder/Proponent may not terminate any DBE sub-contractor and perform that work through its own forces or those of an affiliate without prior written consent of RTC.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Each Bidder/Proponent shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each Bidder/Proponent must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rolling stock: [Appendix 9 I](#); DBE Certification for Rolling stock: [Appendix 9 J](#) (Required) Contract Assurance (§26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Company Name Sletten Construction of Nevada, Inc.

Signature 

Title Senior Vice President

Date 12/18/2018

(Balance of page intentionally left blank)

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input checked="" type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: AWARD BID		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE AWARD OF BID NO. 18-041CON, SUNSET MAINTENANCE FACILITY (SMF) VACANT LOT CONSTRUCTION SERVICES, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, BALDWIN DEVELOPMENT, LLC DBA BALDWIN DEMOLITION IN THE AMOUNT NOT-TO-EXCEED \$2,721,904.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Funds in the amount of \$2,721,904.00.00 are budgeted and available in Transit Fund for Fiscal Year 2019. Of the total contract amount, 80 percent is eligible for reimbursement with federal funds with a 20 percent local match.

BACKGROUND:

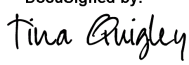
Bid No. 18-041CON, SMF Vacant Lot Construction Services, was issued on November 28, 2018. The bids were received and opened at a public bid opening on January 9, 2019. The result follows:

Bidder	Amount
Baldwin Development, LLC dba Baldwin Demolition	\$2,721,904.00
UNICON, LLC	\$3,005,862.31
Las Vegas Paving Corporation	\$3,118,000.00

The mandatory Small Business Enterprise (SBE) participation goal is 6.2 percent. The bidder's commitment is 31.5 percent.

Staff recommends approval of the contract and award of the bid to the lowest responsive, responsible bidder, Baldwin Development, LLC dba Baldwin Demolition, in the not-to-exceed amount of \$2,721,904.00.

Respectfully submitted,

DocuSigned by:

1EF079E7DF294EE...

TINA QUIGLEY
General Manager

tah

**RTC Item #31
February 14, 2019
Consent**



RTC-CONTRACTOR AGREEMENT

THIS RTC-CONTRACTOR AGREEMENT (the “Contract”) is made and entered into this **14th** day of **February, 2019**, by and between the Regional Transportation Commission of Southern Nevada, a local government in the State of Nevada (the “RTC”) and Baldwin Development LLC dba Baldwin Demolition, (the “Contractor”).

RECITALS:

WHEREAS, the Contractor having submitted a Bid to the RTC for the construction of the project commonly known and referred to as Sunset Maintenance Facility (SMF) Vacant Lot Construction Services, Invitation to Bid (ITB) No. 18-041CON; and

WHEREAS, the RTC Commission, after due consideration of the submitted bids, awarded a contract to the Contractor for the construction of the Project in the amount set forth below.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. **PROJECT DESCRIPTION.** The Project consists of the construction more fully set forth and described in the Contract Documents (defined in the Drawings, included in the Bid Documents, as defined in the Definitions in Exhibit B, General Conditions attached hereto).
2. **CONSTRUCTION COVENANT.** The Contractor hereby covenants and agrees to undertake and complete the Work (defined in the Scope of Work in Exhibit A, General Conditions in Exhibit B attached hereto and specifications and drawings) in a good, substantial and workmanlike manner. The Contractor further agrees to provide the materials, labor, tools, and equipment necessary to properly and expeditiously complete the Work in strict accordance with the requirements of the Contract and to accept payment of the Contract Amount as complete compensation therefore (including all of the expenses, direct or indirect, incurred by the Contractor in connection therewith).
3. **CONTRACT AMOUNT.** For performance of the Work, the RTC agrees to pay the Contractor the following lump sum fixed amount: **\$2,721,904.00 (Two million, seven hundred twenty-one thousand, nine hundred four dollars and no cents)** (the “Contract Amount”). The aforementioned amount is subject to increase or decrease as provided in the Contract.
4. **DOCUMENT INCORPORATION.** The Contract consists of this two page document and the following documents attached or as referenced to are incorporated herein as a part hereof:
 - A. Bid Proposal (including attachments thereto), Exhibit A (attached)
 - B. General Conditions, Exhibit B (attached)
 - C. Special Provisions, included in the Bid Documents (as defined in the General Conditions)
 - D. Drawings, included in the Bid Documents (as defined in the General Conditions)
 - E. Addenda No. 01, dated January 8, 2019 and associated Drawings, included in the Bid Documents (as defined in the General Conditions)
 - F. Current Certificate(s) of Insurance and Endorsement(s) submitted by Contractor
 - G. Performance Bond, Labor and Material Payment Bond, and Guaranty Bond submitted by Contractor
 - H. 5% and 2 Hour Subcontractor Lists (as attached)
 - I. Prevailing Wage Rates and/or Federal Wage Rates, Exhibit C (as attached)
 - J. Federal Conditions, Exhibit D (as attached)
 - K. Attachments included in the NGEM website
 - L. Invitation to Bid No. 18-041CON
5. **COMMENCEMENT AND COMPLETION DEADLINE.** Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve Substantial Completion of the entire Work within **180 calendar days** thereafter, subject to adjustments of this Contract Time as provided in the Contract Documents.

IN WITNESS WHEREOF, the RTC and the Contractor have made and executed this Agreement on the day and year first above written.

BALDWIN DEVELOPMENT LLC
DBA BALDWIN DEMOLITION

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

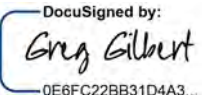
By: 
0169459A46A2437...

MORGAN BALDWIN
President

By: _____
LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

ATTEST:

By: 
0E6FC22BB31D4A3...

GREG GILBERT
RTC Outside General Counsel

By: _____
MARIN DUBOIS
Management Analyst

EXHIBIT A
BID PROPOSAL

(See attached)

Nevada Gov eMarketplace (RTC of So. Nevada) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Theresa (Terry) Hizon Sr. Purchasing & Contracts Analyst	Address	Regional Transportation Commission of Southern Nevada 600 S. Grand Central Parkway Las Vegas, NV 89106-4512	Address
Email	hizont@rtcsonv.com	Contact	Theresa (Terry) Hizon Purchasing and Contracts	Contact
Phone	(702) 676-1637 x	Department		Department
Fax	(702) 676-1518 x	Building		Building
Bid Number	RTC ITB NO. 18-041CON Addendum 1	Floor/Room		Floor/Room
Title	Sunset Maintenance Facility (SMF) Vacant Lot Construction Services	Telephone	(702) 676 x1637	Telephone
Bid Type	BID	Fax	(702) 676 x1518	Fax
Issue Date	11/28/2018 10:00 AM (PT)	Email	hizont@rtcsonv.com	Email
Close Date	1/9/2019 03:00:00 PM (PT)			

Supplier Information

Company	Baldwin Demolition (Baldwin Development)
Address	225 West Brooks Ave North Las Vegas, NV 89030
Contact	
Department	
Building	
Floor/Room	
Telephone	(702) 469-8874
Fax	(702) 965-2505
Email	
Submitted	1/9/2019 02:33:08 PM (PT)
Total	\$2,721,904.00

By selecting the

Signature Morgan Baldwin

Email morgan@baldwinlv.com

Supplier Notes

Bid Notes

The proposed concrete overflow parking and Commercial Driver License (CDL) lot is approximately 183,000 sq. ft. located West of the Mobility Training Center (MTC) building and North of the Sunset Maintenance Facility (SMF) administration building. The concrete pavement shall be constructed in the existing dirt lot inside the SMF located at 5165 West Sunset Road, Las Vegas, Nevada. Work shall include, but not limited to: site clearing and removal of existing structures/obstructions; excavation & trench work, grading, portland cement concrete pavement (PCCP) and structural steel reinforcement placement; surveying; existing utility verification & potholing; all electrical work related to site lighting installation including above ground and underground utilities; all pavement striping including the DMV coordination required for the CDL lot; compliance with Las Vegas Stormwater Quality Management Program requirements and additional scope of work as identified in the Bid Documents.

Bid Activities

Date	Name	Description
12/5/2018 09:00:00 AM (PT)	Pre-Bid Conference and Site Visit	Pre-Bid Conference is for information only. The Pre-Bid Conference (Non-Mandatory) will be held on the date and time stated, at the Regional Transportation Commission of Southern Nevada Administration Building, 600 S. Grand Central Parkway, Conference Room 108, Las Vegas, Nevada 89106. The Site Visit will be held immediately after the Pre-Bid Conference. Project Manager and Safety & Security staff will proceed to SMF and walk the site with prospective bidders.
12/12/2018 03:00:00 PM (PT)	Deadline for Submitting Written Questions and Requests for Addenda Via NGEM	Written questions and requests for addenda are to be submitted via NGEM portal by the date and time stated.
12/19/2018 06:00:00 PM (PT)	RTC Response to Questions and Request for Addendum No. 01	The RTC will post its answers to questions and requests for addenda on the NGEM website by the date and time stated.
1/9/2019 03:00:00 PM (PT)	Bid Due Date and Bid Opening	Bids are due by the date and time stated. Bid Opening will be held at 3:00 PM in Room 296 of the RTC Administration Building.

Bid Messages

Date	Subject	Message
01/03/19	Additional Site Visit	An additional site visit is being offered to all interested parties. The site visit will be conducted on January 7, 2019 at 11:00AM. Meet at the entrance to the SMF - Mobility Training Center main entrance located at 5165 W. Sunset Road, Las Vegas, NV.
01/08/19	ADDENDUM NO. 01 ISSUED 1/8/19	The RTC issued Addendum No. 01 on January 8, 2019. This addendum is for informational purposes only, in order to provide the sign-in sheets from the 12/5/18 Pre-Bid meeting and the 1/7/19 SMF Site Visit. SEE ATTACHMENT TAB, ATTACHMENT NO. 25.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	BIDDER TAX ID NUMBER	Enter Bidder's tax ID number.	02-0813143
2	NEVADA STATE CONTRACTOR'S LICENSE	Bidder's Nevada State Contractor's License Number, Classification, and Monetary Limit (if any)	69695 A-General Limit \$8million
3	BID PROPOSAL ACKNOWLEDGEMENT	The Bidder hereby proposes and agrees to the following: A.To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders. B.To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Schedule and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract. C.To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the RTC. D.To provide the required bonds and insurance, as applicable, and to execute and return the required RTC-Contractor Agreement and all required attachments,	Acknowledged

to the RTC within the time set forth in the Instructions to Bidders.

4 BIDDER REPRESENTATION
ACKNOWLEDGEMENT

The Bidder hereby represents to the RTC the following: Acknowledged

A. That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be furnished in order to complete the Work.

B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.

C. That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule and agrees that the RTC shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal.

D. That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.

5 ADDENDA ACKNOWLEDGEMENT

Prior to the Bid Opening, the RTC will post any Addenda on the NGEM website. The Bidder hereby acknowledges, however, that it is responsible for ascertaining the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal. Acknowledged

The failure of the Bidder to review the NGEM website to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) to accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

Recognizing this responsibility, the Bidder hereby acknowledges receipt of any and all addenda issued in connection with this solicitation.

Line Items

#	Qty	UOM	Description	Response
1	1	LS	WORK. All Work associated with the project. This item shall be priced as a lump sum and shall include all costs, including, but not limited to, the construction and services required by the Contract Documents, whether complete or partially completed, all labor, materials, equipment, management, supervision, overheads, profit, applicable taxes, and services provided or to be provided by the Contractor to fulfill its obligations under the Contract. The Work may constitute the whole or part of the Project.	\$2,409,904.00
Item Notes:				
Supplier Notes:				
2	1	OWNER	OWNER CONTROLLED ALLOWANCE. Any work performed under the Owner Controlled ALLOWANCE shall not be performed until the Contractor is instructed to proceed by the RTC in writing. The Contractor and the project manager will keep strict account of all costs involved with the Owner Controlled Contingency.	\$262,000.00
Item Notes: The Owner Controlled Allowance will be added to all Bid submissions and will be displayed in the Bid tabulations.				
Supplier Notes:				
3	1	PERMIT	PERMIT ALLOWANCE. The Contractor is responsible for obtaining all permits and fees and ALLOWANCE shall provide proof of payment for each with its progress payment requests.	\$50,000.00
Item Notes: The Permit Allowance will be added to all Bid submissions and will be displayed in the Bid tabulations.				
Supplier Notes:				
Response Total:				\$2,721,904.00

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Boulevard North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

BALDWIN DEMOLITION
225 W BROOKS AVE
NORTH LAS VEGAS, NV 89030

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada,

license is hereby granted to operate the business described hereon:
MJ License Number: 4011247100 Period Ending: 04/30/2019

Type of License: C030 CONTRACTOR

Business Location: **BALDWIN DEMOLITION**
225 W BROOKS AVE
NORTH LAS VEGAS, NV 89030

Owner/Principal(s) **BALDWIN DEVELOPMENT LLC**

Licensee is also authorized to conduct business for this license type in the following non-primary jurisdiction(s):

CITY OF NORTH LAS VEGAS

CLARK COUNTY

HENDERSON

LAS VEGAS

Your Community of Choice

This license is **not** transferable
POST IN A CONSPICUOUS PLACE



Alfredo Melesio, Jr.

Director
Land Development & Community Services

**BID PROPOSAL INFORMATION**PWP NO. CL-2019 - 80

COMPLETE AND UPLOAD IN NGEM

BIDDER INFORMATION:**BP.1 IN GENERAL**

A. Bidder Name Baldwin Development LLC

B. Contact Name Morgan Baldwin

C. Address 225 W Brooks Ave.

D. City North Las Vegas

E. State NV

F. Zip Code 89030

G. Telephone No. 702-469-8874

H. Fax No. 702965-2505

I. E-mail Address Morgan@BaldwinLV.com

J. Tax ID No. 02-0813143

K. A local emerging small business is defined in NRS 231 as a business that has been certified by the Office of Economic Development. Is the Bidder a certified local emerging small business? (Check one) Yes No

BP.2 NEVADA STATE CONTRACTOR'S LICENSE

A. License No. 69695

B. Classification A-General

C. Monetary Limit (if any) \$8Million

BP.3 BUSINESS LICENSE

A. Jurisdiction North Las Vegas

B. License No. 4011247100

BP.4 BID PROPOSAL

The Bidder hereby proposes and agrees to the following:

- A. To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders.
- B. To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Line Items (*see Line Items Tab in NGEM*), and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract.
- C. To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the RTC.
- D. To provide the required bonds and insurance, as applicable, and to execute and return the required RTC-Contractor Agreement and all required attachments, to the RTC within the time set forth in the Instructions to Bidders.

BP.5 BIDDER REPRESENTATIONS

The Bidder hereby represents to the RTC the following:

- A. That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be

- furnished in order to complete the Work.
- B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.
- C. That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule (*see NGEM Line Item tab*), and agrees that the RTC shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal.
- D. That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.

BP.6 ADDENDA

Prior to the Bid Opening, the RTC will post any Addenda for download on the NGEM website <https://nevada.ionwave.net>. The Bidder hereby acknowledges, however, that it is responsible for ascertaining the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal.

Recognizing this responsibility, the Bidder hereby acknowledges receipt of the following addenda:

Addendum ⁰¹	Initial <u>MB</u>	Addendum _____	Initial _____
Addendum _____	Initial _____	Addendum _____	Initial _____
Addendum _____	Initial _____	Addendum _____	Initial _____

The failure of the Bidder to review the website specified above to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) to accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

BP.7 BIDDER CHECKLIST

The Bidder hereby submits the applicable attachments marked with an asterisk (*) in NGEM, as required in the IB.26 to be submitted as part of the sealed Bid Proposal at the Bid Opening.

IN WITNESS THEREOF, the Bidder hereby acknowledges and agrees to the terms, conditions and covenants set forth in this Bid document on this 9th day of January, 2019.

Baldwin Development LLC

 Legal Name of Firm


 Authorized Signature
 Morgan Baldwin

 Name/Typed or Printed
 President

 Title

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a Minority, Women or Disadvantaged Business Enterprise?
 No Yes ~~-----~~ If Yes, specify MBE WBE DBE

Has this firm been certified as a Minority, Women or Disadvantaged Business Enterprise?
 No Yes ~~-----~~ If Yes, specify Certifying Agency NUCP

Attach a copy of your certification



Nevada Unified Certification Program

This is to certify that:

Baldwin Development, LLC

Is registered as a Disadvantaged Business Enterprise (DBE)

and Small Business Enterprise (SBE) in the Nevada Unified Certification Program

under the provisions of 49 CFR Part 26,

and is Therefore Recognized This 29th Day of September, 2018.

Baldwin Development, LLC is further recognized and has been verified as a Women-Owned Business (WBE) by the NUCP Member Agencies.

This certificate supersedes any certification or listing previously issued

Certificate No. NV20235649NUCP





BID BOND

BOND NUMBER: Bid Bond

DATE EXECUTED: January 9, 2019

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has submitted a bid to the Regional Transportation Commission of Southern Nevada (herein the "RTC") to perform all work required under the Bid Documents issued in connection with Bid No. RTC ITB NO. 18-041CON, of the RTC for the project commonly known and entitled, to wit: Sunset Maintenance Facility (SMF) Vacant Lot Construction Services (herein the "Contract").

WHEREAS this bond is being issued to secure the execution of the Contract by the Contractor.

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, are held and firmly bound unto the RTC in the penal sum of five percent (5%) of the total amount of the bid submitted by the Contractor to the RTC for the work described in the Contract for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such if the Contractor is awarded a contract by the RTC and, within the time and manner required under the Bid Documents and the bid submitted to the RTC and furnishes the required insurance and bonds to guarantee faithful performance of the Contract with the RTC and the payment of labor and materials used in connection therewith, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

IN THE EVENT suit is brought upon this bond by the RTC and judgment is recovered, the Surety agrees to pay all costs incurred by the RTC in such suit, including a reasonable attorney's fee to be fixed by the Court.

Bond must be acceptable to the Regional Transportation Commission of Southern Nevada

Baldwin Development LLC DBA Baldwin Demolition
(Principal Contractor)

Morgan Baldwin, Pres
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: The Guarantee Company of North America USA

Certified Insurance - 7322, Lori Clark - 756176

(State of Nevada, License Number)

Lori Clark

(Appointed Agent Name)

By: [Signature]
(Signature)

Address: PO Box 2068, Cedar City, UT 84721

Telephone: 435-586-2211

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

James Froyd, Brad Anderson, Lori Clark, Marilyn Kay Lisonbee, Patricia Wilcox, Budd Scow, Ginger Farnsworth
Certified Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9th day of January, 2019

Randall Musselman

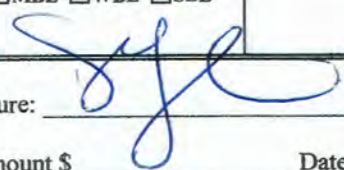
Randall Musselman, Secretary



5% SUBCONTRACTOR LIST

The Contractor awarded the Contract shall not substitute a Subcontractor who is named in the Bid, pursuant to NRS 338.141. The following Subcontractors shall be utilized. A Bidder which fails to list a Subcontractor(s) represents that no Subcontractor(s) meet the statutory requirements. **The Bidder shall include its name on the list if it will perform any of the labor or portions of Work specified which is required to be listed.** You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM	NAME OF SUBCONTRACTOR OR BIDDER PERFORMING WORK	NEVADA CONTRACTOR LICENSE NUMBER
General conditions, Removals, Earthwork	Baldwin Development Check if applicable: <input checked="" type="checkbox"/> DBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	69695
Concrete, pde bases, bollards	Precision Concrete Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	23928
Electrical	Wheeler's Electric, Inc. Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	18974
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	

Bidder Name: Baldwin Development LLC Bidder Signature: 
 Address: 225 W Brooks Ave. Total Base Bid Amount \$ _____ Date: 1-9-19

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

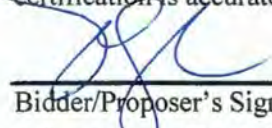
An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

1. Lack of Impartiality or Impaired Objectivity – when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.
2. Unequal Access to Information – The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. Biased Ground Rules – During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to proposes to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, in its discretion, cancel the contract award. In the event the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms “contract”, “supplier”, and “Purchasing Representative” modified approximately to preserve the RTC’s rights.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.

 1/8/19

Bidder/Proposer’s Signature and Date

Morgan Baldwin

Typed or Printed Name

President

Title

Baldwin Development LLC dba Baldwin Demolition

Company Name

225 W Brooks Ave., North Las Vegas, NV 89030

Company Address



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

Individual Partnership Limited Liability Company Corporation Trust Other

Business Name: Baldwin Development LLC dba Baldwin Demolition

(Include d.b.a., if applicable)

Business Address: 225 W Brooks Ave.
North Las Vegas, NV 89030

Business Telephone: 702-469-8874

Disclosure of Ownership and Principals:

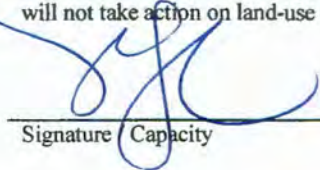
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of 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	Title
<u>Morgan Baldwin</u>	<u>Managing Member, President, Secretary</u>
<u>Devin Baldwin</u>	<u>Managing Member, Vice President</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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:

None.

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.

 President
Signature Capacity

Morgan Baldwin
Print Name

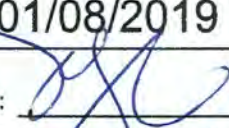
1-8-2019
Date

BUY AMERICA CERTIFICATE

CERTIFICATION OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it and/or the manufacturer it represents will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date: 01/08/2019

Signature: 

Title: Managing Member, President

Company Name: Baldwin Development LLC

CERTIFICATION OF NON-COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it and/or the manufacturer it represents cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

[If a successful bidder fails to demonstrate that it complies with its certification, it will be required to take the necessary steps in order to achieve compliance. If a bidder takes these necessary steps, it will not be allowed to change its original bid price. If a bidder does not take the necessary steps, it will not be awarded the contract if the contract has not yet been awarded, and it is in breach of contract if a contract has been awarded]

CERTIFICATION REGARDING LOBBYING

I, Morgan Baldwin, the undersigned hereby certify on behalf
(Typed Name and Title of Company Official)
of Baldwin Development LLC to the best of his or her knowledge
(Typed Name of Company)

and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executed this ^{01/08/2019} day of _____, _____

By: 
(Signature of Authorized Official)
Managing Member, Pres
(Title of Authorized Official)

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**


1. The Lower Tier Participant, Baldwin Development LLC,
[Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, Baldwin Development LLC,
[Typed Name of Contractor]

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF EXECUTIVE ORDERS NOS. 12549 AND 12689, "DEBARMENT AND SUSPENSION," 31 U.S.C. SECTIONS 6101 *ET SEQ.*, AND "GOVERNMENTWIDE DEBARMENT AND SUSPENSION," 49 C.F.R. PART 29 ARE APPLICABLE THERETO.

 President, Managing Member
(Signature and Title of Authorized Official)

01/08/2019
Date

ASSURANCE OF SMALL BUSINESS ELEMENT PARTICIPATION

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID.

The Regional Transportation Commission of Southern Nevada (RTC) has established a goal to identify, communicate and work with socially and economically disadvantaged businesses in the RTC procurement process of construction projects, commodities, and services. The RTC wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process. Therefore, RTC expects all general contractors to solicit Disadvantaged Business Enterprises (DBE) and Small Business Elements (SBE) certified in accordance with U.S. Department of Transportation regulations, 49CFR Part 26, as subcontractors and material suppliers.

The Proponent hereby assures that it shall make Good Faith Efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a specified percentage of the dollar value of the Contract to small business concerns owned and controlled by socially and economically disadvantaged individuals.

The apparent successful Proponent will be required to submit information concerning the DBEs/SBEs that will participate in this Contract. The information will include the name and address of each DBE/SBE, a description of the work to be performed by each named firm, and the dollar value of the contract.

Any substitutions of DBE/SBE firms shall comply with provisions of the Contract. In the event that the Proponent is unable to fulfill the goal requirement, the Proponent has attached documentation detailing its good faith efforts to meet the goal.

(Proponent shall insert the percentage for DBE/SBE participation even if the percentage is less than the Contract goal).

Baldwin Development LLC

Name of Proponent

By:

(Signature of Authorized Representative*)

Name:

Morgan Baldwin

(Type or Print)

Title:

Managing Member, Pres

Date:

01/08/2019

***This Proponent's Assurance shall be executed by a duly authorized representative of the firm.**

GUIDANCE CONCERNING GOOD FAITH EFFORTS 49 CFR PART 26 APPENDIX A

TITLE 49 - TRANSPORTATION

SUBTITLE A - OFFICE OF THE SECRETARY OF TRANSPORTATION

PART 26 - PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

subpart f - COMPLIANCE AND ENFORCEMENT

Appendix A to Part 26 - Guidance Concerning Good Faith Efforts

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

FEDERAL DBE/SBE SUBCONTRACTOR VENDOR INFORMATION FORM

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID/PROPOSAL.

NAME OF DBE/SBE	CONTACT PERSON AND PHONE NUMBER	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	DOLLAR VALUE OF CONTRACT	PERCENT DBE/SBE	*DESIGNATION GROUP (a-f)	AMOUNT TOWARDS DBE/SBE GOAL
Baldwin Development LLC	Morgan Baldwin 702-469-8873	General Conditions, Demo, Grading	\$859,978.00	100	F	100

*100% for DBE/SBE subcontractors and manufacturers self-performing the work, 60% for DBE/SBE suppliers (regular dealers)

For all firms listed as Disadvantaged Business Enterprises (DBEs) or Small Business Enterprises (SBEs), attach a copy of the current certification letter.

Bid Amount (Base Bid Total plus All Additives Alternates): \$2,721,904.00
 Total DBE/SBE Amount: \$ 859,978.00
 Percentage of DBE/SBE Participation 31.5 %

Baldwin Development LLC
 Name of Proponent 
 Signature of Authorized Representative _____
 Title **President**
 Authorized Representative (Type or Print) **Morgan Baldwin**
 Date: **01/09/2019**

- (*) Designation Group:
 (a) Black American
 (b) Hispanic American
 (c) Native American
 (d) Asian-Indian American
 (e) Asian-Pacific American
 (f) Female

BIDDERS LIST (REQUIRED AT BID DUE DATE)

Project: RTC ITB No. 18-041CON **Date:** 01/08/2019
Submitted by: Baldwin Development LLC

Prime Contractor (Bidder) Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via Nevada's UCP Directory)	Age of Firm	Annual Gross Receipts
Baldwin Development LLC	225 W Brooks Ave. 702-469-8874	WBE, DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input checked="" type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
Sub-bidder Firm Names	Firm Address/ Phone #	DBE or Non-DBE Status (verify via Nevada's UCP Directory)	Age of Firm	Annual Gross Receipts
Precision Concrete	1640 W. Brooks NW, NV 89030 702-646-5090	NON-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
Wheeler's ELECTRIC, INC.	PO Box 378 Overton, NV 702-397-8457	NON-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
J+J Enterprises	5920 W. Cougar Ave. 702-361-2914	NON-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

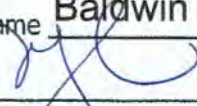
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. RTC's SBE goal for this project is stated in the Solicitation Documents. The Bidder/Proponent shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as RTC deems appropriate. Each subcontract the Bidder/Proponent signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13 (b)). The Bidder/Proponent is required to pay its sub-contractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Bidder's receipt of payment for that work for RTC. In addition, the Bidder/Proponent may not hold retainage from its sub-contractor.

The Bidder/Proponent must promptly notify RTC whenever a DBE sub-contractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-contractor to perform at least the same amount of work. The Bidder/Proponent may not terminate any DBE sub-contractor and perform that work through its own forces or those of an affiliate without prior written consent of RTC.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Each Bidder/Proponent shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each Bidder/Proponent must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rolling stock: [Appendix 9 I](#); DBE Certification for Rolling stock: [Appendix 9 J](#) (Required) Contract Assurance (§26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Company Name Baldwin Development LLC
Signature 
Title Managing Member, Pres
Date 01/08/2019

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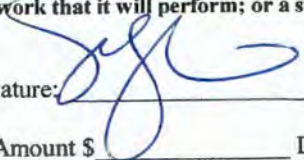
2 HOUR SUBCONTRACTOR LIST

(List of First Tier Subcontractors Performing Over \$250,000 and First Tier Subcontractors Performing 1% of the Total Base Bid or \$50,000 Whichever is Greater and Bidder Performing 1% of the Total Base Bid and Which is not being Performed by a Listed Subcontractor)

The three low Bidders must submit this form if they have Subcontractor(s) meeting the requirements of NRS 338.141, and have it time-stamped within two hours after completion of the opening of the Bids. Submissions after the two hours will be rejected and/or returned unopened. The Contractor awarded the Contract shall not substitute any person for a Subcontractor who is named in this Bid, pursuant to NRS 338.141. If a Bidder does not submit this list and/or has not listed Subcontractor(s) that meet the statutory requirements, or lists a subcontractor that is on the Nevada Contractor's Board disqualified list, its Bid shall be deemed non-responsive. You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM*	NAME OF SUBCONTRACTOR OR BIDDER* PERFORMING WORK	NEVADA CONTRACTOR LICENSE NUMBER
General Conditions, Removals, Earthwork	Baldwin Development Check if applicable: <input checked="" type="checkbox"/> DBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	69695
Concrete, pole bases, bollards	Precision Concrete Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	23928
Electrical	Wheeler's Electric Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	18974
Striping	J+J Enterprises Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	27081A
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	

* If Bidder lists itself, it must include a description of the labor or portion of the work that it will perform; or a statement that it will perform all work other than that being performed by a subcontractor listed.

Bidder Name: Baldwin Development LLC Bidder Signature: 
Address: 225 W Brooks Ave Total Base Bid Amount \$ _____ Date: 1-9-19

**SUNSET MAINTENANCE FACILITY (SMF) VACANT LOT CONSTRUCTION SERVICES
BID SCHEDULE OF VALUES**

Item Number	Description	Unit	Quantity	Unit Price	Cost
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	\$60,000.00	\$60,000.00
202.01	REMOVE CONCRETE SURFACE	SF	30250	\$1.75	\$52,937.50
202.02	REMOVE AND SALVAGE CHAIN LINK FENCE	LF	500	\$10.00	\$5,000.00
202.03	REMOVE AND SALVAGE GATE	EA	1	\$500.00	\$500.00
202.04	REMOVE AND SALVAGE LIGHT POLE	EA	4	\$1,300.00	\$5,200.00
202.05	REMOVE CURB AND GUTTER	LF	10	\$50.00	\$500.00
203.01	EXCAVATION	CY	9100	\$20.00	\$182,000.00
302.01	TYPE II AGGREGATE BASE	CY	3400	\$30.00	\$102,000.00
409.01	PORTLAND CEMENT CONCRETE PAVEMENT	SF	183000	\$9.00	\$1,647,000.00
610.01	RIPRAP	SY	170	\$100.00	\$17,000.00
613.01	VEHICLE PROTECTION BOLLARD	EA	63	\$1,000.00	\$63,000.00
613.02	CURB DEPRESSION	LS	1	\$2,681.50	\$2,681.50
616.01a	TEMPORARY FENCE (site enclosure w/ 2 entry gates)	LF	455	\$4.00	\$1,820.00
616.01b	TEMPORARY FENCE (storage area with 2 entry gates)	LF	415	\$4.00	\$1,660.00
622.01	CONSTRUCTION & POST SURVEYING	LS	1	\$15,000.00	\$15,000.00
624.01	TRAFFIC CONTROL (Barricades, Signages)	LS	1	\$2,500.00	\$2,500.00
628.01	POLYUREA PAINT WITH GLASS BEADS (18-INCH SOLID RED)	LF	1650	\$7.50	\$12,375.00
628.02	POLYUREA PAINT WITH GLASS BEADS (4-INCH SOLID YELLOW)	LF	8850	\$2.10	\$18,585.00
628.03	POLYUREA PAINT WITH GLASS BEADS (4-INCH SOLID WHITE)	LF	6250	\$2.10	\$13,125.00
628.04	POLYUREA PAINT WITH GLASS BEADS (4-INCH SKIP WHITE)	LF	500	\$2.10	\$1,050.00
629.01	VERTICALLY ADJUST WATER VALVE BOX TO FINISH GRADE	EA	6	\$750.00	\$4,500.00
637.01	DUST CONTROL	LS	1	\$20,000.00	\$20,000.00
637.02	SWPPP, NDEP, SWQMP	LS	1	\$4,000.00	\$4,000.00
673.01	AREA LIGHT ASSEMBLY (2 LUMINAIRES – NO YOKE)	EA	7	\$5,500.00	\$38,500.00
673.02	AREA LIGHT ASSEMBLY (2 LUMINAIRES – YOKE)	EA	6	\$5,500.00	\$33,000.00
673.03	AREA LIGHT ASSEMBLY (4 LUMINAIRES)	EA	3	\$7,000.00	\$21,000.00
673.04	1-INCH PVC CONDUIT WITH 2-#10 AND 1-#10 GROUND, TWO 2-INCH PVC CONDUIT ONLY WITH PULL STRING, NO CONCRETE COVER	LF	125	\$17.00	\$2,125.00
673.05	1-1/4-INCH PVC CONDUIT WITH 2-#3 AND 1-#3 GROUND AND 2-#10 AND 1-#10 GROUND, TWO 2-INCH PVC CONDUIT ONLY WITH PULL STRING, NO CONCRETE COVER	LF	130	\$22.00	\$2,860.00
673.06	2-INCH PVC CONDUIT WITH 2-#6 AND 1-#6 GROUND AND 2-#1/0 AND 1-#1/0 GROUND, TWO 2-INCH PVC CONDUIT ONLY WITH PULL STRING, NO CONCRETE COVER	LF	1350	\$23.00	\$31,050.00
673.07	1-1/4-INCH PVC CONDUIT WITH 2-#3 AND 1-#3 GROUND AND 2-#10 AND 1-#10 GROUND, TWO 2-INCH PVC CONDUIT ONLY WITH PULL STRING, SIDEWALK AREA	LF	15	\$24.00	\$360.00
673.08	2-1/2-INCH PVC CONDUIT WITH 2-#6 AND 1-#6 GROUND AND 4-#1/0 AND 1-#1/0 GROUND, TWO 2-INCH PVC CONDUIT ONLY WITH PULL STRING, SIDEWALK AREA	LF	15	\$25.00	\$375.00
673.09	1-INCH PVC CONDUIT WITH 2-#10 AND 1-#10 GROUND, TWO 2-INCH PVC CONDUIT ONLY WITH PULL STRING, CONCRETE PAVED AREA	LF	120	\$19.00	\$2,280.00
673.10	1-1/4-INCH PVC CONDUIT WITH 2-#3 AND 1-#3 GROUND AND 2-#10 AND 1-#10 GROUND, TWO 2-INCH PVC CONDUIT ONLY WITH PULL STRING, CONCRETE PAVED AREA	LF	305	\$45.00	\$13,725.00
673.11	2-1/2-INCH PVC CONDUIT WITH 2-#6 AND 1-#6 GROUND AND 4-#1/0 AND 1-#1/0 GROUND, TWO 2-INCH PVC CONDUIT ONLY WITH PULL STRING, CONCRETE PAVED AREA	LF	65	\$64.00	\$4,160.00
673.12	1-1/4-INCH RGS CONDUIT WITH 2-#3 AND 1-#3 GROUND AND 2-#10 AND 1-#10 GROUND, TWO 2-INCH RGS CONDUIT ONLY WITH PULL STRING, EXTERIOR SURFACE MOUNT	LF	15	\$120.00	\$1,800.00
673.13	2-1/2-INCH RGS CONDUIT WITH 2-#6 AND 1-#6 GROUND AND 4-#1/0 AND 1-#1/0 GROUND, TWO 2-INCH RGS CONDUIT ONLY WITH PULL STRING, EXTERIOR SURFACE MOUNT	LF	15	\$125.00	\$1,875.00
673.14	1-INCH EMT CONDUIT WITH 2-#10 AND 1-#10 GROUND INTERIOR SURFACE MOUNT	LF	50	\$16.00	\$800.00
673.15	1-INCH EMT CONDUIT WITH 2-#6 AND 1-#6 GROUND INTERIOR SURFACE MOUNT	LF	30	\$19.00	\$570.00
673.16	1-1/4-INCH EMT CONDUIT WITH 2-#3 AND 1-#3 GROUND INTERIOR SURFACE MOUNT	LF	50	\$21.00	\$1,050.00
673.17	2-INCH EMT CONDUIT WITH 4-#1/0 AND 1-#1/0 GROUND INTERIOR SURFACE MOUNT	LF	30	\$28.00	\$840.00
673.18	LIGHTING CONTROL PANEL	EA	2	\$2,900.00	\$5,800.00
673.18	ADJUST PULL BOX TO FINISH GRADE	EA	4	\$950.00	\$3,800.00
100.00	SUBSURFACE UTILITY VERIFICATION & POTHOLING	LS	1	\$11,500.00	\$11,500.00
TOTAL BASE BID					\$2,409,904.00
OWNER CONTROLLED CONTINGENCY (10%)					\$262,000.00
PERMIT ALLOWANCE					\$50,000.00
TOTAL CONSTRUCTION PROJECT COST					\$2,721,904.00



LIST OF COMPLETED PROJECTS

Bidder: Baldwin Development LLC

Bidders must respond to each of the below questions.

1. Has the bidder acting as the prime contractor successfully completed the number of projects specified in the bid documents, preferably in Clark County, Nevada, as the Work described in this bidding document? If yes, complete project information on attached sheets. Print additional sheets as needed for the required number of projects.
 YES NO

2. Has the bidder failed to perform any contract as a result of causes within the control of the bidder or a subcontractor or supplier of the bidder?
 YES NO

3. Has the bidder failed to perform any portion of the Work that caused the RTC and/or others, (i.e., the surety company, etc.) to exercise its right to complete the Work in the contract?
 YES NO

4. Has the bidder been involved in any failure to complete or breach of contract for any reason including, customer-directed suspensions or disbarments/disqualifications?
 YES NO

5. Has the bidder been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the bidder to perform the Work required by the RTC for this Project?
 YES NO

6. Has the bidder been convicted of a violation for discrimination in employment?
 YES NO

PROJECT NUMBER: _____

Print additional sheets as needed for the required number of projects.

Project Name: UMC Parking Lot Expansion

Project Address: 1800 W Charleston Blvd.

Las Vegas, NV 89102

RTC's Name: Clark County Real Property Management

RTC's Point of Contact: Cesar Ceballos

Phone Number: 702-455-4917

Project Description:

Demolition of 2 apartment buildings and construction of asphalt parking lot including: onsite and offsite paving, modification of underground utilities, curb & gutter, CMU screen walls, and landscaping.

Award Amount: \$310,900.00

Year Completed: 2014

Was this project completed late? YES NO

Did the contract contain liquidated damages or penalty clauses? YES NO

If yes, were damages assessed? YES NO

What was the amount assessed? \$0

Were any judgments entered pertaining to this project? YES NO

PROJECT NUMBER: _____

Print additional sheets as needed for the required number of projects.

Project Name:	Demolition of 14 Inactive Properties
Project Address:	Various
	Las Vegas, NV
RTC's Name:	Clark County Department of Aviation
RTC's Point of Contact:	Lainey Topacio
Phone Number:	702-261-5211

Project Description:

Hazardous materials abatement and complete demolition of 14 Clark County-owned residential properties. Work included underground utility modifications and fencing installation.

Award Amount: \$622,000.00

Year Completed: 2015

Was this project completed late? YES NO

Did the contract contain liquidated damages or penalty clauses? YES NO

If yes, were damages assessed? YES NO

What was the amount assessed? \$0

Were any judgments entered pertaining to this project? YES NO

PROJECT NUMBER: _____

Print additional sheets as needed for the required number of projects.

Project Name:	Project NEON Phase C
Project Address:	Various
	Las Vegas, NV
RTC's Name:	NDOT
RTC's Point of Contact:	Ryan Wheeler
Phone Number:	702-671-8876

Project Description:

Complete demolition of various commercial and residential properties near Charleston Blvd. & I-15. Work included structure and site demolition, utility removal, and installation of fencing.

Award Amount: \$3,439,086.00

Year Completed: 2016

Was this project completed late? YES NO

Did the contract contain liquidated damages or penalty clauses? YES NO

If yes, were damages assessed? YES NO

What was the amount assessed? \$0

Were any judgments entered pertaining to this project? YES NO



SUPPLIER LIST

**FOR UNIQUE OR PROJECT-SPECIFIC MATERIALS AND/OR
 MATERIALS USED IN SUBSTANTIAL QUANTITIES BY LISTED SUBCONTRACTORS**

BIDDER: Baldwin Development

MATERIAL TO BE PROVIDED	NAME OF SUPPLIER
Type 2	Werdco BC, Inc. Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE



SUPPLIER LIST
 FOR UNIQUE OR PROJECT-SPECIFIC MATERIALS AND/OR
 MATERIALS USED IN SUBSTANTIAL QUANTITIES BY LISTED SUBCONTRACTORS

BIDDER: Precision Concrete - Subcontractor

MATERIAL TO BE PROVIDED	NAME OF SUPPLIER
Concrete	Calportland Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Rebar	Next Century Rebar Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Misc. Construction Supply	White Cap Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
Misc. Construction Supply	Concrete Accessories Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
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SUPPLIER LIST

FOR UNIQUE OR PROJECT-SPECIFIC MATERIALS AND/OR
MATERIALS USED IN SUBSTANTIAL QUANTITIES BY LISTED SUBCONTRACTORS

BIDDER: Wheeler's Electric, Inc. - Subcontractor

MATERIAL TO BE PROVIDED	NAME OF SUPPLIER
<p><i>Light Poles + Fixtures Conduit Wire</i></p>	<p><i>MAIN Electric Supply 6425 S. Jones Blvd ste 101 LAS VEGAS, NV 89118</i></p> <p>Check if applicable: <input type="checkbox"/>DBE <input type="checkbox"/>MBE <input type="checkbox"/>WBE <input type="checkbox"/>SBE <input type="checkbox"/>DVBE <input type="checkbox"/>PCBE</p>
	<p>Check if applicable: <input type="checkbox"/>DBE <input type="checkbox"/>MBE <input type="checkbox"/>WBE <input type="checkbox"/>SBE <input type="checkbox"/>DVBE <input type="checkbox"/>PCBE</p>
	<p>Check if applicable: <input type="checkbox"/>DBE <input type="checkbox"/>MBE <input type="checkbox"/>WBE <input type="checkbox"/>SBE <input type="checkbox"/>DVBE <input type="checkbox"/>PCBE</p>
	<p>Check if applicable: <input type="checkbox"/>DBE <input type="checkbox"/>MBE <input type="checkbox"/>WBE <input type="checkbox"/>SBE <input type="checkbox"/>DVBE <input type="checkbox"/>PCBE</p>
	<p>Check if applicable: <input type="checkbox"/>DBE <input type="checkbox"/>MBE <input type="checkbox"/>WBE <input type="checkbox"/>SBE <input type="checkbox"/>DVBE <input type="checkbox"/>PCBE</p>
	<p>Check if applicable: <input type="checkbox"/>DBE <input type="checkbox"/>MBE <input type="checkbox"/>WBE <input type="checkbox"/>SBE <input type="checkbox"/>DVBE <input type="checkbox"/>PCBE</p>



SUPPLIER LIST

**FOR UNIQUE OR PROJECT-SPECIFIC MATERIALS AND/OR
 MATERIALS USED IN SUBSTANTIAL QUANTITIES BY LISTED SUBCONTRACTORS**

BIDDER: J & J Enterprises Inc. - Subcontractor

MATERIAL TO BE PROVIDED	NAME OF SUPPLIER
Polyurea Striping 3M Liquid Pavement Marking Series 5000	J&J Enterprises Inc. Supplier 3M Transportation Safety Division NV and Southern California PO Box 231393 Las Vegas, NV. 89105 Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE

baldwin development

Mitchell Zobrist - Superintendent

Experience & Qualifications Mr. Zobrist has over twenty-five (25) years of construction experience in the Las Vegas Valley. Prior to becoming a Superintendent for Baldwin Development, Mr. Zobrist gained considerable experience working with various underground utilities including; Water, Sanitary Sewer, and Storm Drain, Mass Excavation, Grading, Soil Cement. Mr. Zobrist has proven himself to be an effective leader within the company and can manage and supervise crews effectively to succeed in all types of projects. Mr. Zobrist has successfully completed projects for the state and local agencies, as well as a number of private developers including Pacific Properties, NV Energy and the A.G. Spanos Company.

In his role as Superintendent, Mr. Zobrist has many responsibilities. These include the on-site administrative and technical management for planning, coordinating, and supervising craft employees. He is also responsible for ensuring projects are constructed in a safe and organized manner which is also in accordance with design, budget, schedule, and quality.

Additional Responsibilities Include:

- Supervision of Self-Performing Workforce and Subcontractors.
- Coordination with Utility Entities and Government Agencies
- Safety Program Monitoring
- Quality Control Methods and Procedures
- Construction Scheduling and Planning
-

Educational Background High School Diploma

Recent Project Experience

<u>Southern Nevada Water Authority</u>	2012	Utility Maintenance Facility
<u>Moapa Valley Water District</u>	2013	Moapa Valley Boulevard Improvements
<u>NV Energy</u>	2005	Camero Substation
	2006	Lincoln Substation and Sparta Substation
	2007	Regina Substation
	2008	Charleston Substation Improvements Arden Substation Expansion Riley Substation
	2009	Speedway Substation Off sites Iron Mountain Substation Off sites
	2013	Excelsior Switchyard
	2014	Mercury Substation
<u>Crisci Custom Builders</u>	2008	Hebrew Academy Expansion James Medical
	2009	Faith Lutheran Expansion Crisci Corporate Offices HUD Henderson Supportive Housing
<u>Clark County Public Works</u>	2013	Waite Road
	2014	Muddy River Cooper Street Bridge
	2017	Moapa Town Roads II – Henrie Road
<u>Energy Erectors</u>	2014	Milford Wind Farm Substation
<u>Boyd Gaming</u>	2014	Sam’s Town

City of Las Vegas

2014 Centennial Parkway Channel West CMAR

City of Henderson

2014 Pittman Wash Channel CMAR

City of Boulder City

Buchanan Boulevard & Boulder City Airport

2014

UDOT

Tooele SR-36 Improvements

2015

ADOT

Sholow SR-260 Highway Widening

2016

Coyote Springs Development

2017 – 2018 Coyote Springs – Detention Basin 1 & 2

**EXHIBIT B
GENERAL CONDITIONS (GC)**

GC.1 DEFINITIONS

The following definitions shall apply to the Contract:

"Addendum" means a written or graphic instrument issued by the RTC via the RTC Purchasing & Contracts Office prior to the submission of bids which modifies or interprets the Bidding Documents by means of an addition, deletion, clarification, correction or other type of modification.

"Adverse Weather" means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures.

"Bid Documents" means the following documents which collectively constitute the obligations of the Contractor, in the following governing order: (1) Bid No. 18-041CON and any addenda; (2) Special Provisions (if any); and 3) Drawings (if any).

"Bid Schedule" is the form attached to the Bid Proposal that is used to submit the Base Bid and, if applicable to the Project, the Additive Alternate bids of the Bidder.

"Construction Change Directive" means a written order from the RTC directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Contractor is to proceed immediately with the implementation of the Construction Change Directive.

"Change Order" means a written order to the Contractor signed by the RTC and Contractor issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Contractor's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

"Consultant" means the consulting firm contracted by the RTC to assume some or all of the responsibilities of the RTC for administration of the Contract.

"Contract" means the entire agreement between the parties as set forth in the Contract Documents and does not come into existence until execution of the RTC-Contractor Agreement.

"Contract Amount" means the compensation to be paid the Contractor to perform the Work and is included in the "Amount of Contract" section of the RTC-Contractor Agreement by the RTC.

"Contract Documents" means the RTC-Contractor Agreement, General Conditions, Special Provisions, Drawings and, if applicable, the Addenda or Modifications made to the aforementioned documents.

"Contract Time" means the number of days set forth in GC.4.D (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

"Contractor" means the person or entity responsible for construction of the Work and is referred to throughout the Contract as if singular in number and neutral in gender.

"Critical Path" means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."

"*Critical Path Method*" means the method of developing a network analysis system as outlined in "CPM in Construction Management" by James J. O'Brien and Freddie L. Plotnick (McGraw-Hill, Inc., 5th Edition).

"*Date of Substantial Completion*" means the date established and certified by the RTC when construction is sufficiently complete, in accordance with the Contract Documents, so the RTC can occupy or utilize the Work, or designated portion thereof, for the use for which it is intended.

"*Day*" means a calendar day unless otherwise specifically designated.

"*Project Manager*" means the person authorized pursuant to Section GC.3.A (Project Manager) of the Contract to act or make decisions on behalf of the RTC.

"*Disadvantaged-owned Business Enterprise*" or "*DBE*" means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"*Drawings*" means the diagrammatic representations of the requirements for construction of the Work that are incorporated as a part of the Contract.

"*Governing Body*" means the RTC Commission.

"*Guaranteed Project Schedule*" means the initial schedule of the Work submitted by the Contractor and accepted by the RTC at the outset of the Project which is used as the baseline for comparing the progress of the Project.

"*Material Notice to Proceed*" means the document issued by the RTC establishing the date the Contractor is allowed to begin ordering materials for incorporation into the Work but does not allow construction activity at the site prior to issuance of the Notice to Proceed unless otherwise agreed in writing by the RTC.

"*Modification*" means (i) any Addendum pertaining to the Bid Documents, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the RTC for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

"*Notice of Award*" is the letter issued by the RTC notifying the Contractor of the award of the Project by the RTC Commission, authorizing the Contractor to proceed with the procurement of the bonds and insurance, and including the RTC-Contractor Agreement for execution and return to the RTC.

"*Notice to Proceed*" means the document issued by the RTC that (i) establishes the date the Contractor is allowed to begin construction activity at the site, and (ii) commences the running of the Contract Time.

"*Product Data*" means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

"*Progress Record Documents*" means the set of documents maintained by the Contractor indicating the actual as-built revisions to the Work and Contract Documents.

"*Progress Schedule*" means a version of the schedule for the Work provided by the Contractor subsequent to the Guaranteed Project Schedule, pursuant to the requirements of the Contract related to issues such as time extensions, claims, payments, tardiness and recovery.

"*Project*" means the total construction of which the Work performed provided under the Contract may be the whole or a part thereof and which may include construction by the RTC or by other contractor hired by the RTC.

"Promptly" means without delay and on time.

"Reasonable Time" means ten (10) business days, except where otherwise specified, or unless RTC Commission action is required.

"RTC" means the Regional Transportation Commission of Southern Nevada and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the RTC's Project Manager identified in Paragraph GC.3.A (Project Manager) of the Contract.

"Samples" mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Contractor and that establish standards for the judgment of the Work.

"Shop Drawings" mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Subcontractor" means any individual or entity who is sublet any part of the Work by the Contractor. There is no contractual relationship between the RTC and the Subcontractor who performs work or services for the Contractor.

"Submittal" means the item required by the Contract Documents to be provided to the RTC for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

"Substantial Completion" means the point in time when, in the opinion of the RTC, construction is sufficiently complete, in accordance with the Contract Documents, that the RTC can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the RTC establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

"Technical Specifications" means the written descriptions of the requirements for the Work incorporated as a part of the Contract.

"Work" means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Contractor to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

GC.2 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

A. Security of the Work and Project Site

The Contractor is responsible at all times for the Work and for the Project site regardless of whether or not the RTC has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Contractor and the RTC. The Contractor shall conduct its operations under the Contract in a manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Contractor, RTC or any other person. The Contractor shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Contractor shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Contractor shall cooperate with the RTC on all security matters and shall promptly comply with any security requirements established by the RTC. Such compliance with these security requirements shall not relieve the Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it

be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Work site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the RTC in a timely manner.

B. Protecting Adjacent Areas

Unless otherwise specifically provided in the Contract, the Contractor shall not perform the Work in a manner that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the RTC. Thereafter, and before it begins the Work, the Contractor shall give due notice to the RTC of its intention to start the Work. The Contractor shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Contractor shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the RTC has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

C. Construction Safety

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the RTC. The Contractor shall not resume the Work in the affected area without written direction by the RTC.

D. Clean-up of the Work Site

The Contractor shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Contractor shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Contractor shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the RTC in accordance with all applicable federal, state, and local laws, ordinances and codes. The Contractor shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the aforementioned, the RTC may satisfy the requirements of this Section at the Contractor's expense.

E. Construction Procedures

The Contractor shall perform all Work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the Work in the best possible and most expeditious manner. The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the RTC in the administration of the Contract, or by inspections, tests or

approvals required or performed by persons other than the Contractor.

F. Project Manager / Team

The Contractor shall employ a competent Project Manager/Team dedicated full time to manage all administrative issues, submittals, payment applications, progress meetings and closeout documentation required for this project. The Project Manager/Team shall be thoroughly knowledgeable regarding the project specifications, drawings and requirements. The Project Manager/Team shall conduct progress meetings, manage pre installation meetings, identify inspections and provide all contractual documentation. Finally, the Project Manager/Team shall coordinate all field activities with the RTC and Contractor's Superintendent. The Contractor shall designate the Project Manager/Team, who then must be approved in writing by the RTC. Any substitution of the Project Manager/Team by the Contractor will be permitted only after a written request for such substitution has been made and approved by the RTC. The RTC shall submit any requests for substitution of the Project Manager/Team, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

G. Employment of Competent Superintendent

The Contractor shall employ a competent Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. Communications from the RTC may be verbal or written. Verbal communications will be confirmed in writing. The Superintendent shall effectively communicate with the RTC and shall have a thorough understanding of the Work and the Contract. The Contractor shall designate a Superintendent who is acceptable to the RTC. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the RTC. The RTC shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied. The Contractor's Superintendent shall be present at the construction site at all times to supervise his or her workers' and subcontractors' work.

H. Uncovering and Correcting the Work

If any portion of the Work has been covered contrary to the request of the RTC or contrary to the requirements stated in the Contract, the Contractor shall, if requested by the RTC, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time.

If any portion of the Work has been covered which the RTC has not specifically requested to observe prior to being covered, the Contractor shall, if requested by the RTC, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the RTC.

I. Differing Conditions

Differing Conditions are defined as subsurface or otherwise concealed conditions, which substantially vary from the Contract documents, or which significantly differ from the conditions normally found to exist and usually recognized as the normal part of the construction activity described in the Contract documents. Prompt notice of differing conditions to the RTC's Project Manager must be in 24 hours; prompt written determination of differing conditions must be in seven calendar days. Differing conditions do not apply to acts, conditions or other circumstances attributable to the Contractor or its Subcontractors during the course of the Contract.

If conditions are discovered at the site which appears to be differing conditions, the Contractor shall provide prompt notice to the RTC's Project Manager, prior to performing the work on the condition. The RTC's Project Manager shall take prompt action to determine if a differing condition does exist and shall provide the Contractor with the RTC's Project Manager's written determination.

A positive written determination by the RTC's Project Manager indicated a differing condition exists, shall become the basis for the Contractor to submit a claim for increasing or decreasing the compensation, time of

construction, or both. Such change in compensation, time of construction or both, shall be as provided for in other provisions of the General Conditions.

J. Adverse Weather Conditions

If adverse weather conditions are the basis for a claim for additional time, such claim must be documented by data substantiating that weather conditions were abnormal, as compared to the average historical climate conditions based upon the preceding ten year records published for the locality by the National Oceanic and Atmospheric Administration (NOAA) entitled "Local Climatological Data", for the period of time and could not have been reasonably anticipated, and weather conditions had an adverse effect on scheduled construction for activities on the construction schedule critical path. Adverse weather claims shall be excusable but not compensable if the Contractor has demonstrated that the delay has affected the activities on the construction critical path.

K. Permits and Fees

Unless otherwise provided in the Contract Documents to be the responsibility of the RTC, the Contractor shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

L. Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work under this Contract. The Contract amount any agreed variations thereof will include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

M. Utilities

The Contractor shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by the Contractor at no additional cost to the RTC, unless otherwise specified in this Contract.

N. Record Documents

Progress Records: The Contractor shall keep a marked-up, up-to-date set of the Progress Record Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

Final Records: Contractor shall furnish to RTC two complete sets of marked-up as-built drawings with "RECORD" clearly printed on each sheet. RTC, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall accurately and neatly transfer all deviations from progress as-built drawings to final as-built drawings. At project completion, Contractor shall furnish RTC with clean final, as-built drawings.

O. Substitution of Materials, Products or Services

1. **Criteria.** The Contractor may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

2. Prior to proposing the substitution, the Contractor shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (i) the substitution will result in a cost savings, reduced construction time or similar demonstrable benefit to the RTC. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

3. **Procedure.** The Contractor shall, within 10 days after award of the Contract submit to the RTC's Project Manager a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the RTC to make a fair and equitable decision concerning the proposed substitution. If the Contractor fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the RTC, a written authorization will be provided to the Contractor. No substitution will be allowed which will result in an increase in the Contract Amount.

4. **Burden of Proof.** The burden of proof in establishing the equality of the proposed substitution shall be upon the Contractor. Approval of a substitution shall not relieve the Contractor from responsibility for compliance with the other requirements of the Contract. The Contractor shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the RTC to accept or construe the proposed substitution to be an equal to that specified under the Contract. The RTC will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The RTC will have a reasonable amount of time to review each request for substitution.

5. **Required Certificates.** The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

P. Delivery and Storage of Materials and Equipment

The Contractor shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the RTC's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Contractor.

Q. Emergencies

When emergencies affecting or threatening the safety of any person or property occur, the Contractor shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Contractor should fail to act, the RTC may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the RTC deems appropriate, including, but not limited to, the use of other contractors, the RTC's own forces, and the Contractor's on-site equipment and materials, in which case, the Contractor shall pay the RTC for any such expenses incurred as provided in Section GC.10.E (RTC's Right to Carry out the Work).

R. Payment of Subcontractors and other Parties

The Contractor shall pay its subcontractors constructing any portion of the Work and other parties providing labor, material or supplies in connection with the Work in the timely manner specified in NRS 338.550 or they may be subject to disciplinary action by the Nevada State Contractors Board pursuant to NRS 624.3012 and/or court action by subcontractor or supplier to remedy unjustified or excessive withholding, pursuant to NRS 338.635.

S. ADA Requirements

All work performed or services rendered by the Contractor must comply with the Americans with Disabilities Act standards. All facilities built after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of the Contractor to advise the RTC, should the RTC's requirements not meet the appropriate accessibility standards.

T. Schedule of Values

The Contractor shall provide to the RTC a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed in Microsoft Excel format and supported by such data and information, acceptable to and as requested by the RTC.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The Contractor shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the RTC, subject to statutory limitations specified in NRS 338.140. All costs attributable to profit, overhead, and all other incidental items shall be

proportionately distributed across all line items in the Schedule of Values.

U. Allowable Costs (Federal Funds)

The Contractor will ensure that all costs related to this Agreement are allowable in accordance with Circular A-122, "Cost Principles Applicable to Grants and Contracts with Private Non Profits" Office of Management and Budget (OMB), and/or circular A-87, Cost Principles applicable to State, Local and Indian Tribal Governments incorporated herein by reference.

V. American Recovery and Reinvestment Act (ARRA) Stimulus Federally Funded Projects – NOT USED

GC.3 RTC'S RIGHTS AND RESPONSIBILITIES

A. Project Manager

The RTC shall appoint a Project Manager with respect to the Contract. The RTC will provide written notice to the Contractor should there be a subsequent Project Manager change. The Project Manager shall have complete authority to transmit instructions, receive information, interpret and define the policies of the RTC and to make other decisions on the part of the RTC. Following the issuance of the Notice to Proceed, the Project Manager may perform any review, communications, notices or other act required on the part of the RTC.

B. Right to Perform or Award Separate Contracts for Portions of the Work

1. Coordination

The RTC reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The RTC will provide for the coordination of the activities by its own forces and that of each separate contractor with the Work of the Contractor. The Contractor shall participate with the RTC and the other separate contractors in reviewing their construction schedules when so directed by the RTC.

2. Revisions to Guaranteed Project Schedule

The Contractor shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Contractor. If the activities by the RTC or the other contractors are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Contractor shall be precluded from asserting any claim for delay or additional expenses resulting from the RTC exercising its rights granted herein.

3. Storage of Equipment and Materials

The Contractor shall afford the RTC and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract.

4. Reporting of Separate Contractor Deficiencies

If part of the Work depends on the proper execution of construction or operations by the RTC or a separate contractor, the Contractor shall, prior to proceeding with the Work and each portion thereof, promptly report to the RTC the apparent discrepancies or defects such other construction or operations that would render the Work unsuitable for proper execution by the Contractor. The Contractor's failure to report such discrepancy or defect shall constitute an acknowledgment that the RTC's or separate contractor's completed or partially completed construction or operations is fit and proper for the Contractor to proceed with the Work, except as to defects not then reasonably discoverable.

5. Delays and Damages to Separate Contractors

The Contractor shall defend, indemnify and hold the RTC harmless pursuant to the provisions of Section GC.9.A (General Indemnity) of the General Conditions for each claim asserted by a separate contractor for delay, improperly timed activity, defective construction or damage to the work of the separate contractor which is caused by the Contractor. The Contractor agrees to make no claim of cost

or damages against the RTC for any delay, improperly timed activity, defective construction or damage to the Work of the Contractor which is caused (i) by the Contractor, or (ii) by a separate contractor unless such contractor is under contract to the RTC, or to a general contractor of the RTC.

The RTC shall pay each claim of cost incurred by the Contractor arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate contractor acting under the direction or control of the RTC, or under the direction and control of a general contractor of the RTC, in a justifiable amount, but not-to-exceed the amount specified in Section 6 of the RTC-Contractor Agreement.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section GC.12 (Disputes Between Parties) of the Contract.

6. Repair of Damages

The Contractor shall promptly repair any damage caused by the Contractor to the work of a separate contractor or to any property of the RTC or other property RTC if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

C. Right to Perform Additional Work Within or Near the Project Site

The RTC reserves the right at any time to contract with other contractors whose work may occur within or near the site of the Project. In such event, the Contractor agrees not to interfere with or hinder the progress of work by the other contractors, and the RTC agrees to require such contractors to coordinate their work with that of the Contractor. The Contractor agrees to cooperate and coordinate with such contractors as directed by the RTC.

The Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors within the limits of the same Project. The Contractor shall join the Work with that of the other contractors in an acceptable manner and shall perform it in proper sequence to that of the other contractors.

D. Progress Meetings

The RTC's Construction Manager (CM) shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the RTC. The RTC's CM shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

E. Suspension

The RTC may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the RTC. An adjustment shall be made for the increase in the cost of performing the Contract (excluding there from any profit to the Contractor), on the increased cost of performance caused by the suspension, delay, or interruption.

No adjustment shall be made to the extent that:

1. The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. An equitable adjustment is made or denied under another provision of the Contract Documents, or
3. The Contractor could have mitigated the increase in cost to perform the Contract.

F. Termination for Convenience

Prior to, or during the performance of the Work, the RTC reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the RTC will immediately notify the design professional and the Contractor in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

1. Stop all construction;
2. Place no further orders for materials or services;
3. Terminate all subcontracts;
4. Cancel all material and equipment orders as applicable; and
5. Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Contractor.

Within 180 days of the date of the Notice of Termination, the Contractor shall submit a final termination settlement proposal to the RTC based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the Contractor fails to submit the proposal within the time allowed, the RTC may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.

G. Replace Subcontractor

The RTC shall have the right to require that the Contractor replace any Subcontractor at any time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338.141.

GC.4 CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

A. Contractor Background Checks

1. It is the policy of the Regional Transportation Commission of Southern Nevada (hereinafter, "RTC") for successful bidders to conduct background checks on all contract employees that require unescorted access onto any RTC properties. The contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of their assigned duties are of good moral character. The Contractor prior to hiring shall conduct employee candidate background check screenings of all positions, to include those considered safety-sensitive as defined by Federal Transit Administration (FTA) guidelines. This may include, but not limited to work history, criminal background history and credit review as required for the position.

2. Results of a background check must comply with the RTC background check standards as outlined below:

a) Must utilize a licensed background check vendor to run criminal background checks and personal credit history reviews (as applicable). Criminal background checks must include arrest and conviction reports (county, state and nationwide) for all jurisdictions that the applicant has resided in the previous ten (10) years.

b) Unless otherwise required by applicable law, in accordance with Title VII of the Civil Rights Act of 1964 and corresponding guidance from the U.S. Equal Employment Opportunity Commission, information obtained during the criminal record check will not be used as a basis for denying or terminating employment, unless the criminal offense resulted in a conviction that is recent (or sufficiently serious to be of issue regardless of how recently it occurred) and relevant to the job in question.

c) When assessing criminal conviction records, contractors are required to consider the following factors:

- (1) Nature and gravity of the offense(s)
- (2) The time that has passed since the offense and/or completion of the sentence; and
- (3) The nature of the job sought/held

No one factor should necessarily govern the analysis; all three factors should be weighed together when determining persons to work at RTC properties.

- d) The contractor is required to collect background information on “Individuals” consistent with the Federal Fair Credit Reporting Act (FCRA) and any applicable state laws.
3. Once background check clearance has been determined, the successful bidder will notify the RTC’s designated department’s contact via email that the employee has been approved to work on RTC premises.
4. The Contractor will be required to maintain all records related to background check screenings conducted for all employees working at RTC properties. For the purposes of audit and oversight by RTC, the contractor will make all background check records available to RTC representatives in an effort to ensure established RTC standards/guidelines are followed. All Background check records must be maintained on all employees working on RTC property for the term of the agreement.

B. Contractor Identification Badges

1. The RTC will issue vendor/supplier badges to employees of any of its vendors/contractors that will be conducting business or providing services on any of the RTC’s premises.
2. A “Vendor” badge will be issued to long term or short term vendor/contractors at the RTC’s discretion, who are unaccompanied and require access to various RTC’s facilities/property.
3. All individuals, companies, their employees and/or volunteers must successfully complete a background check at the Contractor’s expense prior to being issued a “Vendor” badge. All results must be received and reviewed prior to a badge being issued and the start of the work.
4. The Contractor must provide the RTC’s Project Manager, Brij Gulati, telephone number 702-676-1734 within five calendar days from written notification of award and at least two weeks prior to the start date of service with the following:
 - 1) A list of all personnel who will be working at the RTC’s building(s); this list shall also include vendor/contractor/supplier and any associated officers, a telephone number for the vendor/contractor/supplier or a designated representative, and if available an e-mail address.
 - 2) A letter from the Contractor requesting a badge stating that the person(s) is an employee.
 - 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://www.rtcnv.com/about-the-rtc/doing-business-with-the-rtc/>.
5. The RTC’s Project Manager will schedule an appointment for the vendor/contractor badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and issuance of a badge.
6. When the “Vendor” badge is issued it must be worn visibly at all times when on the RTC’s property.
7. All “Vendor” badges are the property of the RTC and must be returned when the vendor contract services expire/terminate or upon request by the RTC.
8. Failure of the vendor/contractor to return RTC’s badges within 24-hours from the contract expiration, termination or upon request by the RTC will result in a fee of \$38 for each badge that is not returned.
9. A vendor/contractor who loses a badge is required to inform the RTC’s Project Manager and RTC Safety and Security at 702-676-1517 immediately so access can be disabled.
10. The RTC’s Project Manager will schedule an appointment for the replacement “Vendor” badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and replacement badge is issued.
11. The vendor/contractor is responsible for a replacement fee for all lost badges. The vendor/contractor will be required to complete a new Badge Application form, Replacement Badge Fee Form, and provide to the Technical Contract Representative with a lost badge replacement fee of \$38.
12. If the lost badge is found after receiving a replacement, it must be returned to RTC Safety & Security immediately at 600 S. Grand Central Parkway. Lost badge replacement fees are non-refundable.

13. The first damaged badge will be replaced at no charge to the vendor. Any subsequent damaged replacement badges will incur a replacement cost of \$38 per badge.
14. The damaged badge must be presented to RTC Safety and Security along with appropriate identification and Replacement Badge Fee Form to receive a replacement badge. The damaged badge will be destroyed after the replacement badge is issued. The card holder record in the security system will be changed to show access to the damaged badge was disabled. Vendors/contractors will be required to provide appropriate replacement fees to the RTC's designated/sponsoring department prior to a new badge being issued.

C. Notice to Proceed

Within 30 calendar days after receipt of all required post-bid submittals, the RTC will issue the Notice to Proceed. The Contractor shall not commence construction activities at the Work site prior to the date specified in the Notice to Proceed.

If deemed appropriate, the RTC may issue a Materials Notice to Proceed to the Contractor authorizing the ordering of supplies, materials, equipment or other items related to the Work prior to issuance of the Notice to Proceed.

D. Guaranteed Project Schedule

Within the time provided in Section 5 of the RTC-Contractor Agreement or as otherwise specified by the RTC, the Contractor shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the RTC can judge and determine the progress thereof.

E. Progress of the Work

The Contractor shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.

If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the RTC from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by RTC approved Change Orders), in addition to the other requirements of the Contract and remedies available to the RTC, the Contractor agrees to take the following actions at no additional cost to the RTC to correct such tardiness:

1. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the RTC, the backlog of Work;
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the RTC, the backlog of Work; and,
3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

The failure of the Contractor to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the RTC that the Contractor is failing to diligently prosecute the Work, in which case the RTC may, after the notice of the breach has been provided to the Contractor pursuant to Section GC.10.A (Definition of Breach) of the Contract, without prejudice to other remedies the RTC may have and regardless of whether the Contractor has taken or is taking corrective action, immediately correct the Contractor's failure at the Contractor's expense by exercising the right to perform and carry out the work as provided in Section GC.10.E (RTC's Right to Carry Out the Work) including the use of the RTC's work forces, to award separate contracts, to supplement the Contractor's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the RTC deems appropriate.

F. Contract Time

Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve milestones if specified and achieve Substantial Completion of the Work within the Contract Time. In addition, where applicable, reference to Time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto. The Contractor shall complete all Work or separable portions of the Work in accordance with specified milestones or specific dates and in accordance with these specifications. The time specified above represents no overtime requirement. The scheduling of overtime for this work is solely that of the Contractor. The RTC is not responsible for any costs related to overtime work performed.

G. Progress Payments and Retainage

1. Progress Bills and Payments

The Contractor must submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the RTC and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the RTC. As permitted pursuant to Section GC.10.F (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the RTC may withhold from the progress payment an amount that is sufficient to protect the RTC for the Contractor's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

Progress Payment Requests must be submitted using American Institute of Architects (AIA) Form G-702, or as otherwise specified by the RTC's Project Manager and shall include the following items:

- a) Schedule of Values detailing a cost breakdown noting materials costs, labor rates/costs and all incidental costs will be submitted monthly along with Progress Payment submittals. The Schedule of Values will be prepared in a Microsoft Excel document in a format approved by the RTC's Project Manager;
- b) Progress Report describing the Work completed during the billing period;
- c) Updated Guaranteed Progress Schedule highlighting critical milestones and Project status;
- d) If a federally funded project, the DBE Contract Compliance form listing participation of DBE firms in the Work;
- e) Certified Payroll Reports, if applicable;
- f) As-built drawings to be submitted weekly at time of construction meeting;
- g) Submittal Log to be submitted weekly at time of construction meeting.

The Contractor must submit certified payroll records each month as required by NRS Chapter 338, as applicable. If the certified payroll records for the previous month have not been received, the RTC may withhold funds from the progress payment in accordance with NRS Chapter 338.

The Contractor shall pay its subcontractors and suppliers in the timely manner specified in NRS 338.550 or they may be subject to disciplinary action by the Nevada State Contractors Board pursuant to NRS 624.3012 and/or court action by subcontractor or supplier to remedy unjustified or excessive withholding, pursuant to NRS 338.635.

(Federally funded projects) Progress payments are payments for contract work that has not been completed. The RTC may use FTA assistance to support progress payments provided the RTC obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. The RTC will make progress payments only to a Supplier based on costs incurred in the performance of the contract. The Successful Bidder will provide adequate security for progress payments in the form of a performance bond, labor and material payment bond, title to the property, or another security which is approved by the RTC. Sufficient documentation as approved by the RTC is required from the Successful Bidder to demonstrate completion of the amount of work for which progress payments are made. The Common Grant Rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. The RTC,

however, may not make progress payments for other than construction contracts based on this percentage method.

2. Retainage

a) From the dollar amount of work in place, not more than ninety-five percent (95%) of the amount of any progress payment may be paid until fifty percent (50%) of the work required by the Contract has been performed.

b) After fifty percent (50%) of the work required by the contract has been performed and, if in the opinion of the Project Manager, the work is progressing satisfactorily, the RTC may pay to the Contractor:

- (1) Any of the remaining progress payments without withholding additional retainage; and
- (2) Any amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract.

c) After determining in accordance with b) above whether satisfactory progress is being made in the work, the RTC may pay to the Contractor an amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract, if:

- (1) A subcontractor has performed a portion of the work;
- (2) The RTC determines that the portion of the work has been completed in compliance with all applicable plans and specifications;
- (3) The subcontractor submits to the Contractor:
 - (a) A release of the subcontractor's claim for a mechanic's lien for the portion of the work; and
 - (b) From each of the subcontractor's subcontractors and suppliers who performed work or provided material for the portion of the work, a release of its claim for a mechanic's lien for the portion of the work; and
- (4) The amount of the retainage which the RTC pays is in proportion to the portion of the work which the subcontractor has performed.

d) If, pursuant to c) above, the RTC pays to the Contractor an amount of any retainage that was withheld from progress payments from the first fifty percent (50%) of the work required by the Contract, for the portion of the work which has been performed by the subcontractor, the Contractor must pay to the subcontractor the portion of any retainage withheld by the contractor pursuant to NRS 338.555 for the portion of the work. If the Contractor pays to the subcontractor the portion of any retainage withheld by the Contractor pursuant to NRS 338.555 for the portion of the work which has been performed by the subcontractor, the subcontractor must pay to the subcontractor's subcontractors and suppliers the portion of any retainage withheld by the subcontractor pursuant to NRS.595 for the portion of the work.

e) If, after determining whether satisfactory progress is being made in the work, the RTC continues to withhold retainage from remaining progress payments:

- (1) If the RTC does not withhold any amount pursuant to NRS 338.525:
 - (a) The RTC may not withhold more than two and one half percent (2.5%) of the amount of any progress payment; and
 - (b) Before withholding any amount pursuant to subparagraph (a) above, the RTC must pay to the Contractor fifty percent (50%) of the amount of retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract; or
- (2) If the RTC withholds any amount pursuant to NRS 338.525:
 - (a) The RTC may not withhold more than five percent (5%) of the amount of

any progress payment; and

(b) The public body may continue to retain the amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract.

f) The Contractor may hold not more than five (5%) percent from the amount of any progress payment due under a subcontract which is made before fifty percent (50%) of the work has been completed under the subcontract. After fifty percent (50%) of the work required by the Contract has been performed, the Contractor shall pay any additional progress payments due under the subcontract without withholding any additional retainage if, in the opinion of the Contractor, satisfactory progress is being made in the work under the subcontract, and the payment must be equal to that paid by the RTC to the contractor for the work performed by the subcontractor. If the Contractor continues to withhold retainage from remaining progress payments:

(1) If the Contractor does not withhold any amount pursuant to NRS 338.560:

(a) The Contractor may not withhold more than two and one half percent (2.5%) of the amount of any progress payment; and

(b) Before withholding any amount pursuant to subparagraph (a), the Contractor must pay to the subcontractor fifty percent of the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract; or

(2) If the Contractor withholds any amount pursuant to NRS 338.560:

(a) The Contractor may not withhold more than five (5%) of the amount of any progress payment; and

(b) The Contractor may continue to retain the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract.

g) Contractors shall have a clause in all subcontracts that subcontractors shall hold retainage on its subcontractors and suppliers in accordance with NRS 338.595.

h) The aforementioned Contractor retention amounts will be released following the Governing Body's approval of the Notice of Completion, provided that the following conditions are met:

(1) All punch lists items have been completed.

(2) A Certificate of Occupancy has been received.

(3) Final record drawings and specifications, and operations and maintenance manuals (if applicable) have been submitted.

(4) No premium exists with the Employer's Insurance Company of Nevada as evidenced by receipt of a final certificate after audit.

(5) All required documentation has been submitted to the Nevada State Labor Commissioner, if applicable, and approved as evidenced by a letter of release.

(6) The RTC may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions, as referenced above. The difference of the retention may then be paid.

i) The RTC is required to pay interest in the retention amount at a rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associates in Nevada as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to a contractor is less than \$500, the RTC may hold the interest until

(1) The end of a subsequent quarter after which the amount of interest due is \$500 or more;

(2) The end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or

(3) The amount withheld under the contract is due pursuant to NRS 338.520.

**3. Payment for Stored Material
Not Specifically Purchased for the Work – NOT USED**

Specifically Purchased for the Work – NOT USED

H. Change Orders

- 1. The Contractor shall comply with all provisions and requirements required by this document for change order(s), which increase or decrease the contract amount. Contractor represents that change order(s) will include all related costs prior to presentation to the RTC for consideration, retroactive change order(s) will be rejected. Work which is specifically required by the RTC or their representative, and that is in addition to Work required by the Contractor Documents, will be charged against a formal change order executed by both parties (Exhibit A). Then the work defined shall commence as directed by the RTC's representative. All Change Order(s) require prior approval by the General Manager, or his designee, or the Governing Board of the RTC.

Change order work to be performed by General Contractor:

The maximum overhead and profit on change order work shall not exceed fifteen percent (15%) for work done by the General Contractor's own labor forces. General Contractor cannot charge overhead or profit on sales taxes paid.

Change order work to be performed by Sub-Contractor:

If the work is to be performed by the Sub-Contractor, the maximum overhead and profit shall not exceed fifteen (15) percent for all tiers of Sub-Contractor's; the maximum overhead and profit shall not exceed ten (10) percent for the General Contractor. General Contractor or Sub-Contractor(s) cannot charge overhead or profit on sales taxes paid.

- 1. Construction Change Directive
 - (a) Construction Change Directive. The Project Manager may issue a Construction Change Directive. A Construction Change Directive instructs the Contractor to proceed with a change in Work, for subsequent inclusion in a Change Order.
 - (1) Construction Change Directive contains a complete description of change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
 - b) Documentation: The Contractor must maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - (1) After completion of the change, the Contractor must submit to the Project Manager an itemized account and supporting data necessary to substantiate cost and time adjustment to the Contract.

3. Delays and Extension of Time

The Contractor will be granted an extension of time for any delay on the critical path to completion of any Critical Milestone, based on the latest approved Construction Schedule, arising from acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or wrongful acts of RTC's occupants of property adjoining the Work Site, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has notified the Construction Manager in writing of the cause or causes of delay within twenty four (24) hours from the beginning of such delay. Time extensions will be considered on a case-by-case basis and submission of such request shall not be construed as agreement or concurrence to this noted extension of time. Such delay shall not be the basis for a claim for

additional compensation. For the purposes of this paragraph, weather conditions shall not be deemed unusually severe if they fall within the average number of rain days indicated in the latest edition of U.S. Weather Bureau's record of Las Vegas.

I. Mutual Termination

1. This Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the provisions contained in Sections GC.3.F (Termination for Convenience) and GC.10.D (Termination for Cause).

J. 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.

K. Records

1. Worker Records

- a) The Contractor and each subcontractor engaged on this project shall:
 - (1) Inquire of each worker employed by the Contractor or subcontractor in connection with this public work:
 - (a) Whether the worker wishes to specify voluntarily his or her gender; and
 - (b) Whether the worker wishes to specify voluntarily his or her ethnicity; and
 - (2) For each response the Contractor or subcontractor receives pursuant to paragraph (1) above:
 - (a) If the worker chose voluntarily to specify his or her gender or ethnicity, or both, record the worker's responses; and
 - (b) If the worker declined to specify his or her gender or ethnicity, or both, record that the worker declined to specify such information.

The Contractor or subcontractor shall not compel or coerce a worker to specify his or her gender or ethnicity and shall not penalize or otherwise take any adverse action against a worker who declines to specify his or her gender or ethnicity. Before inquiring as to whether a worker wishes to specify voluntarily his or her gender or ethnicity, the applicable Contractor or subcontractor must inform the worker that such information, if provided, will be open to public inspection.

- b) The Contractor must keep an accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work:
 - (1) The name of the worker;
 - (2) The occupation of the worker;
 - (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection a) above, or an entry indicating that the worker declined to specify such information;
 - (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection a) above, or an entry indicating that the worker declined to specify such information;
 - (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - (6) The actual per diem, wages and benefits paid to the worker.
- c) The Contractor must keep an accurate record showing, for each worker employed by the Contractor or subcontractor in connection with the public work who has a driver's license or identification card:
 - (1) The name of the worker;
 - (2) The driver's license number or identification card number of the worker; and

- (3) The state or other jurisdiction that issued the license or card.
- d) The records maintained above must be open at all reasonable hours to the inspection of the RTC. The Contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the RTC no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph a) above must be open to public inspection as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph b) above is confidential and not open to public inspection. The records in the possession of the RTC may be discarded by the RTC two years after final payment is made by the RTC.

L. Value Engineering

1. Change Proposals

- (a) Submittal by Contractor. The Contractor is encouraged to submit Value Engineering Change Proposals (“VECPs”) for the purpose of enabling the Contractor and RTC to take advantage of potential cost and/or time savings through changes in the requirements of the Contract Documents that do not adversely impact essential characteristics of the Project. The Contractor is encouraged to submit VECPs whenever it identifies potential savings or improvements.
- (b) Description of VECPs. A VECP is a proposal developed and documented by the Contractor which:
- (i) would modify or require a change in any of the requirements of, or constraints set forth in the Contract Documents in order to be implemented; and
 - (ii) reduces the Contract Price without impairing essential functions or characteristics of the Work, including the meeting of requirements contained in all Government Rules, and without being based solely upon a change in quantities.
- (c) Information to be provided. At minimum, the Contractor shall submit the following information with each VECP:
- (i) Description of the existing Contract Document requirement(s) which are involved in the proposed change;
 - (ii) Description of the proposed change;
 - (iii) Discussion of differences between existing requirement(s) and the proposed change, together with advantages and disadvantages of each changed item;
 - (iv) Itemization of the Contract Document requirements which must be changed if the VECP is approved (e.g., drawing numbers and specifications);
 - (v) Justification for changes in function or characteristics of each item, and effect of the change on the performance of the end item, as well as on the meeting of requirements contained in the Contract Documents.
 - (vi) Date or time by which a Change Order must be issued by the RTC adopting the VECP in order to obtain the maximum cost reduction, noting any effect on the Guaranteed Project Schedule;
 - (vii) Costs of development, including changes to the Contract Documents by the Architect/Engineer of Record, and implementation by the Contractor; and
 - (viii) Cost and/or time estimate for existing Contract Document requirements, compared to the Contractor’s cost and/or time estimate with the proposed changes, including a definitive identification of the net cost and time savings associated with the proposed VECP.

2. Review and Acceptance by RTC

- (a) RTC Review. Upon receipt of a VECP from the Contractor, RTC will review and process the VECP expeditiously, but shall not be liable for any delay in acting upon any proposal submitted. The Contractor may withdraw all, or part, of any VECP at any time prior to acceptance by RTC. In all situations, each party shall bear its own costs in connection with preparation and review of VECPs.
- (b) Acceptance of VECPs. RTC may, at its sole discretion, approve (in whole or in part) any VECP submitted by issuance of a Change Order. Designs for approved VECPs shall be prepared by the Contractor for incorporation into the Contract Documents. Until a Change Order is issued

on a VECP, the Contractor shall remain obligated to perform in accordance with the Contract Documents, If RTC does not act upon a VECP within fifteen (15) days, such failure to act shall be deemed to be a rejection of the VECP.

3. Contract Price Adjustment

- (a) Amount. If RTC accepts a VECP submitted by the Contractor pursuant to this Section, the Contract Price shall be reduced by an amount equal to sixty percent (60%) of the estimated net savings, as defined below.
- (b) Definition. The term “estimated net savings” as used herein means (1) the difference between the cost of performing the Work according to the Contract Documents and the actual cost to perform it according to the proposed change, less (2) any additional costs incurred by RTC resulting from implementation of the VECP. The Contractor’s profit shall not be considered part of the cost.
- (c) Limitation. Except as specified herein, the Contractor is not entitled to share in either collateral or future Contract savings. The term “collateral savings” means those measurable net reductions in RTC’s costs resulting from the VECP, including maintenance costs and the cost of RTC furnished equipment. The term “future Contract savings” means reductions in the cost of performance of future construction contracts for essentially the same item resulting from a VECP submitted by the Contractor.
- (d) When Payable. The Contractor’s share of any VECP cost savings shall be payable at such time as payments would have been made for the Work which is the subject of the VECP had the VECP not been implemented.

GC.5 COMPLETION OF THE PROJECT

A. Substantial Completion of the Project

When the Contractor considers the Work or portion thereof has reached Substantial Completion, the Contractor shall so inform the RTC. The RTC shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Contractor.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the RTC will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the RTC and Contractor for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Contractor to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the RTC and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

In the event the Contractor is unwilling to provide written acceptance of the Certificate of Substantial Completion, the RTC shall issue the Certificate without the Contractor's signature, and (i) the Contractor shall immediately comply with the provisions of the Certificate, and any dispute involving the Contractor's unwillingness to provide written acceptance shall be resolved in accordance with Section GC.12 (Disputes Between Parties). In such event, the RTC may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

B. Use of Completed Portions of Work

Whenever, as determined by RTC, any portion of Work performed by the Contractor is in a condition suitable for use, RTC may initiate a Certificate of Substantial Completion for that portion and take possession of or use such portion.

Such use by RTC will in no case be construed as constituting final acceptance, and will neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by RTC of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment.

If, as a result of Contractor's failure to comply with the provisions of the Contract, such use provides to be unsatisfactory to RTC, RTC shall have the right to continue such use until such portion of Work can, without injury to RTC, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment as necessary for such work to comply with Contract; provided that the period of such operation or use pending completion of appropriate remedial action will not exceed 12 months unless otherwise mutually agreed upon in writing between the parties.

Contractor shall not use any permanently installed equipment unless such use is approved by RTC in writing. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of the RTC. If RTC furnished an operator for such equipment, such operator's services will be performed under the complete direction and control of the Contractor and shall be considered Contractor's employee for all purposes other than the payment of such operator's wages, worker's compensation or other benefits paid directly or indirectly by RTC.

C. Punch List

The Contractor shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Contractor fails to satisfactorily complete or correct the punch list items, such failure shall constitute a breach of this Agreement and the RTC shall have the option to invoke any of the remedies provided for under Section GC.10 (Breach of Contract and Remedies).

The time stated for completion of punch list items shall include final cleanup of the Work site.

D. Final Inspection and Acceptance of Work

When the Contractor considers the Work is complete, the Contractor shall so notify the RTC in writing. If, after inspection and testing, the RTC determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the RTC shall inform the Contractor that application for final payment may be made. The Contract shall not be considered to be fully performed until the Contractor provides the RTC with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

E. Final Payment

Provided the Contract has been fully performed pursuant to Section GC.5.C (Final Inspection and Final Acceptance of the Work) of the Contract, the Contractor shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the RTC by the Contractor of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the RTC and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release the Contractor from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

F. Commencement of Warranties

All warranties, guarantees and other applicable time periods designated in the Contract Documents shall commence on the date of the Certificate of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion. The RTC, upon written request, may approve other commencement dates for systems, equipment, or other specific items of work.

G. Release of Retention

After the Contractor has completed the punch list and submitted the Final Record Documents to the RTC and all applicable governmental authorities' satisfaction, the Contractor may request payment for the "Release of Retention".

If there are estimated Liquidated Damages due the RTC, from any Liquidated Damage clause in the Contract,

this amount may be withheld from the payment of the "Release of Retention" to the Contractor until such time that the actual Liquidated Damages are determined. At this time the RTC will pay the balance, if any, due to the Contractor.

H. Non-Conforming Work not Accepted

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the RTC shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

GC.6 LIQUIDATED DAMAGES AND DELAY DAMAGES

A. RTC's Recovery of Liquidated Damages

The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section GC.4.D (Contract Time), or any separable part thereof, of the RTC-Contractor Agreement of the Contract, the Contractor further acknowledges that the RTC will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the RTC and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the RTC if the Contractor fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 7 of the RTC-Contractor Agreement is a reasonable estimate of the damages to be suffered by the RTC.

The Contractor agrees to pay the RTC Liquidated Damages for each day that the Work exceeds the completion deadline until the Contractor reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the RTC in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the RTC. By executing the RTC-Contractor Agreement, the Contractor agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the RTC permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the RTC of any of its rights or remedies under the Contract.

The RTC's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section GC.12.B (Arbitration) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and arbitration procedures set forth in that Section.

B. ADA Non-Compliance Damages

Facilities and equipment must be manufactured and installed to be ADA accessible and compliant, or Contractor will be responsible for costs associated with the retrofit to make ADA accessible and compliant. This clause and Contractor's indemnity of the RTC survives term of the contract.

C. Delay Damages

The Contractor shall not make any claim against the RTC for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Contractor may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

1. Delays caused by the RTC's malicious or grossly negligent conduct, or the RTC's willful and knowing delay to the Substantial Completion of the Work,

2. Delays whose assumption of the risk by the Contractor was not within the contemplation of the parties at the time the parties entered into the Contract, or
3. Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the RTC.

If any of the exceptions set forth in 1 through 3 above are determined by the RTC to be applicable, the RTC may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work at its sole discretion. The RTC shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Contractor.

Without limiting the following possible circumstances as being within the contemplation of the parties at the time that the parties entered into the Contract, if any of the following circumstances shall occur:

1. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,
2. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,
3. Unmarked utilities or utility interferences,
4. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,
5. Acts or omissions of the RTC and other governmental authorities acting in their role as code and regulation enforcement regulators,
6. Acts or omissions of contractors, subcontractors, suppliers and material manufacturers involved in the Work,
7. Acts, omissions and coordination of other contractors regardless of the event location or contractual relationship between the parties, unless such contractors are under the direction or control of the RTC, or under the direction or control of a general contractor of the RTC, or
8. Discovery of hazardous substances or substances suspected of being hazardous,

then the Contractor may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work provided the delay to the Work at the sole discretion of the RTC.

This Section shall apply to any claim described as a "disruption," "acceleration," "suspension," "schedule change," "impact to the progress of the Work" or some other term avoiding use of the term "delay."

GC.7 BONDING REQUIREMENTS

A. Required Bonds

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds:

1. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
2. Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the Contractor in the amount of 100% of the Contract Amount.
3. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

B. Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of

Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the RTC. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

C. Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under GC.7.B (Acceptable Surety) of the Contract, the RTC may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the RTC, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the RTC to any of the remedies set forth in Section GC.10 (Breach of Contract and Remedies) of the Contract.

GC.8 INSURANCE REQUIREMENTS

A. In General

The Contractor shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

1. Commercial General Liability Insurance

The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the specific written approval of the RTC.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance. The coverage shall be primary and non-contributory. General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.

The RTC shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04) for products/completed operations, or their equivalent.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 per occurrence
\$2,000,000 aggregate
Policy Period: Annual Policy
Named Insured: Contractor

Additional Insured Parties: Regional Transportation Commission of Southern Nevada (its officers, employees and agents)

Aggregate per Project Endorsement

2. Automobile Liability Insurance

The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles (Symbols 2, 8 and 9) used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 combined single limit
Policy Period: Annual Policy
Named Insured: Contractor

3. Workers' Compensation and Employer's Liability Insurance

The Contractor shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death).

Policy Period: Annual Policy
Named Insured: Contractor

The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 bodily injury by accident
\$1,000,000 bodily injury by disease
\$1,000,000 policy limit
Policy Period: Annual Policy
Named Insured: Contractor

4. Umbrella/Excess Liability

The Contractor shall provide Umbrella/Excess Liability insurance limits as follows:

For contract amount under \$5,000,000: At least \$1,000,000 limit
For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
For contract amount over \$50,000,000: At least \$10,000,000 limit

5. Builder's Risk Insurance – NOT USED

Non-RTC-Owned Property: - NOT USED

6. Asbestos Liability Insurance – NOT USED

7. Installation Floater Insurance – NOT USED

B. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the RTC. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

C. Premiums, Deductibles and Self-Insured Retentions

The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section GC.8. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the Contractor insurance must be declared and approved in writing by RTC.

D. Certificate of Insurance

The Contractor will email to CertControl@instracking.com (and a copy to the Designated Purchasing Contact) a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section GC.8. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the RTC.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section GC.8 shall be provided to the RTC if so requested.

E. Renewal Policies

The Contractor shall promptly deliver to CertControl@instracking.com (and a copy to the Designated Purchasing Contact) a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the RTC not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

F. Cancellation and Modification of Insurance Coverages

The Contractor shall be responsible to immediately notify CertControl@instracking.com (and a copy to the Designated Purchasing Contact) in writing of any changes or cancellations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

G. No Recourse

There shall be no recourse against RTC for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

H. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents should be primary and non-contributory.
2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

I. Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the RTC may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the RTC may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the RTC in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

GC.9 INDEMNITY

A. General Indemnity

The Contractor agrees to protect, defend, indemnify and hold the RTC, its officers, employees, authorized representatives and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Contractor or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

The Contractor agrees to indemnify, defend and hold harmless the RTC, including its officers, employees, authorized representatives and agents from any and all claims by Contractor's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the Contract.

B. Patent Indemnity

The Contractor should advise the RTC of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any equipment, or any part thereof, furnished under a contract resulting from this Contract, constitutes an infringement of any patent; and, the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

GC.10 BREACH OF CONTRACT AND REMEDIES

A. Definition of Breach

If, during the existence of the Contract, the Contractor:

1. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section GC.2.Q (Payment of Subcontractors and Other Parties) of the Contract;
2. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section GC.4.A (Notice to Proceed) of the Contract;
3. Fails to diligently prosecute the Work as required by Section GC.4.B (Guaranteed Project Schedule) or Section GC.4.C (Progress of Work) of the Contract;
4. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section GC.4.C (Progress of Work) of the Contract;
5. Fails to complete the Work within the Contract Time as required by Section GC.4.D (Contract Time) of the Contract;
6. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion

- as required by Section GC.5.C (Punch List) of the Contract;
7. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections GC.7 (Required Bonds) and GC.8 (Required Insurance) of the Contract;
 8. Fails to pay third party claims as required by Section GC.9.A (General Indemnity) of the Contract;
 9. Fails to maintain licensure by the Nevada State Contractor's Board as required by Section GC.11.A (General Warranty) of the Contract;
 10. Fails to promptly remedy the Work not in conformance with the Contract as required by Section GC.11.C (Warranty Work Conforms with Requirements of the Contract);
 11. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section GC.13.A (General) of the Contract;
 12. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the RTC or the State Labor Commissioner's Office as required by Section GC.13.B (Compliance with Labor Laws) of the Contract;
 13. Fails to maintain solvency, allows a judgment to stand against the Contractor for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency;
or
 14. Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breach of the contract which if un-remedied may constitute an Event of Default as described in Section GC.10.B (Event of Default).

B. Event of Default

The Contractor and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section GC.10.A (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the Contractor or Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the RTC may declare that an "Event of Default" has occurred and the RTC may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section GC.10 (Breach of Contract and Remedies) of the Contract.

C. Damages

Except for those breaches which are subject to Liquidated Damages set forth in Section GC.6.A (RTC's Recovery of Liquidated Damages), if the Contractor fails to cure any Event of Default under this Agreement within the time provided in Section GC.10.8 (Event of Default), the RTC shall be entitled to damages resulting there from.

D. Termination for Cause

Upon the occurrence of an Event of Default, the RTC may terminate the Contract which shall take effect immediately upon service of the notice on the Contractor and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the RTC may do any and all of the following:

1. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept the assignment of the Contractor's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to RTC if Contract is terminated); and
3. Finish the Work by whatever method deemed expedient by the RTC.

The Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the RTC. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the RTC through the default of the Contractor, the excess shall be paid to the Contractor. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Contractor and the Surety under the Performance Bond shall pay the difference to the RTC.

E. RTC's Right to Carry out the Work

If the Contractor fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section GC.10.B (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the RTC may, without prejudice to any other right or remedy available to the RTC, and without terminating the Contract and relieving the Contractor from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the RTC's personnel).

If the RTC discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the RTC may proceed with the corrective action without having to provide any additional notice to the Contractor.

If, after expiration of the seven-day notice period required pursuant to Section GC.10.B (Event of Default) of the Contract, the Contractor proceeds to correct the breach and the RTC has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from contractors which cannot be canceled without the RTC incurring costs to the contractor, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Contractor shall pay the RTC for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section GC.10.B (Event of Default) of the Contract, the RTC decides not to take any action to correct the breach or fails in the effort to correct the breach, the Contractor remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the RTC shall be entitled to deduct from any payments then or thereafter due the Contractor (including the direct and indirect costs of using the RTC's personnel). If payments then or thereafter due the Contractor are not sufficient to cover the incurred expenses, the Contractor shall pay the difference to the RTC.

F. Deduction from Progress Payments

For each and every breach set forth in Section GC.10.A (Definition of Breach) of the Contract, the RTC may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the RTC, may be necessary to protect the RTC from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the RTC, the RTC may withhold from any requested progress payment such sum as may be necessary to protect the RTC from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section GC.6.A (RTC's Recovery of Liquidated Damages) of the Contract which the RTC anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the RTC and the Contractor concerning the request for payment, the Contractor may submit a revised application for certification. The RTC shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the RTC has determined that the amount paid exceeds the percentage of completion of the Work, the Work cannot be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Contractor remedies the failure for which payment has been withheld, and the RTC verifies such correction, then the withheld money shall be included with the payment of the next application.

G. Rights and Remedies are Cumulative

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

GC.11 REPRESENTATIONS AND WARRANTIES

A. General Warranty

The Contractor hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Contractors Board of the State of Nevada in order to perform the Contract.

B. Warranty of Merchantability and Fitness for Particular Purpose

The Contractor warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

C. Warranty Work Conforms with Requirements of the Contract

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Contractor warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects, latent defects and deficiencies in design, supplies, equipment, materials and workmanship (unless furnished by the RTC) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Contractor or by any of its Subcontractors of any tier. Upon receipt of written notice from the RTC of any non-conformance to the Contract during the applicable warranty period, the Contractor shall promptly correct the affected non-conformance at a time acceptable to the RTC.

The Contractor shall perform such tests as the RTC may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing,

including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the Contractor. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the RTC. The Contractor warrants any corrected Work to be in conformance with the Contract for a period of 12 months from the date of acceptance thereof. If the Contractor fails to promptly make the necessary corrections and tests, the RTC may perform or cause to be performed the same at the Contractor's expense. The Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the RTC.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract other than specifically to correct the Work then known by the RTC to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the RTC).

D. Warranty Exclusions Prohibited

The RTC will not accept any warranty clause from the Contractor, Subcontractor or manufacturer that states:

1. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;
2. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the RTC as well as from the Contractor to the RTC if the manufactured product is sold directly to the Contractor.

GC.12 DISPUTES BETWEEN PARTIES

A. Preliminary Resolution

Any claim, dispute or other question that may arise between the RTC and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. Notice shall be given within 14 days of such claim, dispute or other question arising under the Contract.

If the Contractor disagrees with the RTC's Project Manager's decision as referenced in Section GC.14.A, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the RTC's Project Manager has not recognized as extra work, the Contractor shall notify the RTC's Project Manager, in writing, of its intention to make claim. Claims pertaining to decisions based on Contract interpretation or such other determinations by the RTC's Project Manager shall be filed in writing to the RTC's Project Manager within five business days of receipt of such decision. Failure to file a claim, in writing, within 15 business days from the date of occurrence, or from the receipt of the RTC's Project Manager's decision will waive the contractor's right to a Claim. All other claims notices for extra Work shall be filed in writing to the RTC's Project Manager prior to the commencement of such Work. Written notice must use the words "Notice of Potential Claim". Such Notice of Potential Claim must state the circumstances and all reasons for the claim, but need not state the amount.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, change work or other situation which, had proper notice been given, would have given rise to a right for additional compensation. The Contractor should understand that timely Notice of Potential Claim is of great importance to the RTC's Project Manager and the RTC, and is not merely a formality. Such notice allows the RTC to consider preventative action, to monitor the contractor's increased costs resulting from the situation, to marshal facts, and to plain its affairs. Such notice by the Contractor and the fact that the RTC's Project Manager has kept account of the cost as aforesaid, will not in any way be construed as proving the validity of the claim.

In proceeding with a disputed portion of the Work, the Contractor shall keep accurate and complete records of its costs and shall make available to the Project Manager a daily summary of the hours and classifications of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used which shall be signed by the RTC's Project Manager and Contractor daily. Such information shall be submitted to the RTC's Project Manager on a weekly or daily basis as determined by the RTC's Project Manager, receipt of which shall not be construed as an authorization for or acceptance of the disputed Work.

Within 30 calendar days after the last cost of work for which the contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than 30 calendar days, then within 15 calendar days after the 30th day and every month thereafter, the Contractor shall submit to the RTC's Project Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail. Should the RTC's Project Manager be dissatisfied with format or detail of presentation, and upon request for more or different information, the contractor will promptly comply to the satisfaction of the RTC's Project Manager. If the additional costs are in any respect not knowable with certainty, they will be estimated as best be done. In case the claim is found to be just, it will be allowed and paid for as provided in GC.15.K (Contract Modification).

The RTC's Project Manager may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the RTC's Project Manager.

The Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract pending resolution of the claim, dispute or other matter in question between the parties. If the dispute is not satisfactorily resolved within 30 days, either party may request arbitration in accordance with Section GC.12.B (Arbitration) of the Contract.

B. Arbitration

1. Right of Arbitration

Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties and, in the case of the Contractor, which has not been waived by the acceptance of final payment, shall be submitted to and be determined by arbitration in the manner set forth in this Section. As a prerequisite to the exercise of this right, the party seeking arbitration shall have notified the other party pursuant to Subsections 5 and 6 of this Section.

2. Designation of Arbitrators

Within the notice provided pursuant to Subsection 6 of this Section, the party seeking arbitration shall appoint an arbitrator. Within 10 days after receipt of such notice, the party receiving the notice shall appoint, by serving written notice upon the party seeking arbitration, a second arbitrator, and, in the event of a default in the second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint him or her by written notice, signed by both of them given to the RTC and the Contractor. If 15 days have elapsed after the appointment of the second arbitrator without the appointment of a third arbitrator, then either party may, in writing, request the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the arbitrators shall meet without delay and proceed to a determination of the claim, dispute or other matter in question between the parties in accordance with the construction industry rules of the Arbitration Association.

3. Arbitration Costs and Attorneys Fees

The fees and expenses of the arbitration proceedings shall be assessed equally against both parties. Each party is responsible for their own costs, expenses, witness fees and counsel fees incurred in the presentation or defense of the claim, dispute or other question that may arise between the parties.

In lieu of the appointment of three, the parties may agree to the appointment of only one arbitrator for

the purpose of conducting the arbitration.

4. Right of Joinder

In the event that the RTC is named as a party to any arbitration action or commences an arbitration action against a party other than the Contractor, which arises out of, results from, or is connected with, the construction of the Work, or the performance of the Contractor under this Contract, the Contractor agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting there from. Any joinder of the Contractor is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association. None of the time provisions imposed under subsections d and e apply to the joinder rights provided herein in such a way as to preclude the RTC from joining the Contractor as a party to any arbitration proceedings which the RTC commences or is named as a party and which arises out of, or results from, the construction of the Project.

If the Contractor is named as an additional party by the RTC, the Contractor shall not be entitled to any additional compensation from the RTC as a result of preparing for, or participating in, the arbitration.

5. Notice of Claim

In order for the Contractor to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the RTC within 14 calendar days after occurrence of the event giving rise to such claim, dispute or other matter between the parties. The purpose of such notification is to place the RTC on notice so that proper measures can be taken by the RTC to properly observe and record the progress of the Work, and any impact that the claim, dispute or other matter may have thereon, and to enable the RTC to properly verify any costs incurred by the Contractor in connection therewith. The failure to give such notice shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

6. Notice of Arbitration

The filing of the written notice pursuant to Subsection 5 of this Section shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration.

In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party, and with the Nevada Arbitration Association, within 60 calendar days after the Date of Substantial Completion and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

7. Discovery

In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have the authority to impose sanctions against either party for failing to comply with the rules of discovery as provided under the Nevada Rules of Civil Procedure.

8. Summary Procedure

In lieu of discovery rights set forth in Subsection 7, the RTC may elect to proceed pursuant to the summary arbitration proceeding set forth herein. Notice of such election shall be provided by the RTC to the Contractor within 30 days after the appointment of the final arbitrator pursuant to subsection b of this Section.

In the event of such an election, the parties shall agree upon a date for the presentation of the Contractor's claim which date or dates shall be acceptable to the arbitrators. At such hearing, the Contractor shall present such testimony and documents in support of its claim against the RTC. Upon the conclusion of the Contractor's presentation, the matter shall be continued for not less than 30 calendar days but no more than 60 calendar days to allow the RTC to prepare its response to the claim of the Contractor. At the conclusion of the RTC's presentation, the Contractor shall proceed with any rebuttal testimony or documentary evidence in response to the RTC's defense, and the RTC shall at the

same hearing proceed with any reply to the rebuttal by the Contractor.

9. Work to Proceed

The Contractor shall proceed with the Work during any pending arbitration, court or other dispute proceedings, unless otherwise mutually agreed upon in writing. Arbitration conducted in accordance with this provision shall take place in Clark County, Nevada.

10. Substitution of Arbitration Association

In the event that the Nevada Arbitration Association refuses, or is unable, to perform any of the obligations imposed under this Section, the RTC shall designate a substitute arbitration association to carry out the duties of the Nevada Arbitration Association.

C. Alternate Dispute Resolution

1. If a dispute arising between the RTC and the Contractor cannot otherwise be settled, the use of a method of alternate dispute resolution before initiation of a judicial action is required.

GC.13 COMPLIANCE WITH THE LAWS

A. General

The Contractor and all Subcontractors shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, NRS 338, NRS 339, NRS 624 and NAC 624, labor, the Federal Occupational Health and Safety Act and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

B. Compliance with Labor Laws

1. **Wages**
2. **Prevailing Wage Rate Law**

The Contractor and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

a) Prevailing Wage Rates

For public work projects whose cost is \$100,000 or more, the Contractor hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the Contractor or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive. The Contractor is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner, as specified on its website: www.laborcommissioner.com or by calling (702) 486-2795. The wage rates that are applicable are those as specified on the Bid Opening date and remain in effect for the duration of the Project. Any Change Order causing a contract to equal or exceed \$100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner for the entire Contract period. Any Work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the RTC.

In accordance with NRS Chapter 338, the Contractor shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the RTC or the State Labor Commissioner.

b) Subcontractor List

In accordance with NRS 338.013.3, the Contractor shall report to the Labor Commissioner and the RTC the name and address of each Subcontractor performing work on the Project within ten days after the Subcontractor commences work on the Project and the identifying (PWP) number for the Work.

c) Certified Payroll Reports

Pursuant to NRS Chapter 338, any public work contract awarded for \$100,000 or more, the Contractor and each Subcontractor are required to keep an accurate record showing the name, occupation and the actual per diem wages and benefits paid to each workman employed by them in connection with the Work. These records are referred to as the “certified payroll reports.”

The Contractor, and each Subcontractor through the Contractor, is required to submit a copy of the certified payroll reports for each calendar month to the RTC no later than 15 calendar days after the end of the month. The Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project.

The Contractor shall not withhold from a Subcontractor the sums necessary to cover any penalties withheld from the Contractor by the RTC because the Contractor failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to the Contractor within ten calendar days after the end of the month or the ate agreed upon by the contractor and Subcontractor. The Contractor shall submit the RTC’s copy of its certified payroll and the certified payroll of each of the Subcontractors performing the Work of the Project to the RTC’s Project Manager. The RTC’s Project Manager may be contacted to view the reports.

The Contractor agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

Certified Payroll Reports will be available for public viewing upon request to the RTC’s Project Manager.

d) Penalties

In accordance with NRS 338.060, the Contractor shall forfeit the penalty provided herein to the RTC for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Contractor or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the RTC, (iii) the Contractor or Subcontractor did not report to the RTC as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Contractor shall forfeit the penalty set forth in each violated subsection.

The Contractor hereby stipulates that the RTC may withhold not less than \$20.00, nor more than \$50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Contractor’s business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to \$1,000 for the first violation and \$5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Contractor or Subcontractor is determined by the RTC to have violated the provisions of this Section, the RTC may deduct from any payments due the Contractor, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to,

employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Contractor, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

3. Federal Wage Rates

The Contractor shall comply that the Federal Wage Rates attached (*Exhibit C to the RTC-Contractor Agreement and incorporated herein as a part hereof*) which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State of Nevada Prevailing Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate.

4. Federal Conditions

The Contractor shall comply with the Federal Conditions attached (*Exhibit D to the RTC-Contractor Agreement and incorporated herein as a part hereof*) which are applicable to the Contract.

5. Copeland Anti-Kickback Law

The Contractor shall comply with the Copeland Anti- Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

6. Fair Employment Law

The Contractor shall comply with the fair employment provisions of NRS 338.125. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by the Contractor shall constitute a material breach of the Contract.

If the Contractor or any of its Subcontractors refuse to hire or do business with an individual or company in violation of this provision, the RTC may declare the Contractor in breach of the Contract, and the RTC may terminate the Contract and designate the Contractor as not responsible for purposes of bidding future public work projects.

7. Preferential Employment

The Contractor shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Contractor engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

C. Compliance with Americans with Disabilities Act

The Work shall comply with the (ADA) as amended to date. The Contractor shall construct the Work in compliance with the Americans with Disabilities Act and the rules and regulations promulgated there under and shall immediately notify the RTC of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated there under.

D. Compliance with Immigration Reform Control Act of 1986 Air Pollution Control

In accordance with the Immigration Reform and Control Act of 1986, the Contractor shall not employ unauthorized aliens in the performance of the Contract.

E. Air Pollution Control

Prior to commencing the Work, the Contractor shall obtain a permit from the Clark County Department of Air Quality and Environmental Management.

The Contractor shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following:

1. Nevada Revised Statute 445: Air Quality Regulation
2. Adhering to all Clark County Department of Air Quality and Environmental regulations

The Contractor shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the RTC.

The Clark County Department of Air Quality Management's Air Pollution Control Regulations Regulation 94, Section 94 Handbook, and those Best Management Practices (BMPs) described therein are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities defined in Section 94.2 of these regulations, the Contractor shall obtain a Dust Control Permit from the Clark County Department of Air Quality and Environmental Management. As applicant, the Contractor is responsible for insuring that all contractors, subcontractors, and all other persons abide by the conditions of the permit. As applicant the Contractor is further responsible for supplying complete copies of the Dust control Permit and Dust Mitigation Plan.

In accordance with Section 94.4.11 of these regulations, if at any time the contractor's operations cause more than 50 acres of disturbed soil to exist, the Contractor shall cause to have in place a person (dust control Monitor) with full authority to ensure that dust control measures are implemented, including inspections, record keeping, deployment of resources and shut-down or modification of construction activities, as needed.

Throughout the project area and for the duration of the Project, all disturbed soil must be maintained to minimize wind erosion and particulate emissions. Best Available Control Measures (BACM) are required 24 hours a day, seven days a week, whether or not there is current construction activity on site. When any part of the Project area is inactive for a period of 30 days or longer, long term stabilization must be implemented within ten calendar days following the cessation of active operations in that area. As permit holder, the Contractor shall notify the Clark County Department of Air Quality and Environmental Management in writing within ten days following the cessation of active operations on all or a part of the Project area.

The Contractor's superintendent or other designated on-site representative, water truck drivers and water pull drivers on the Project shall be required to have successfully completed a Clark County Department of Air Quality and Environmental Management Dust Control Class.

As permit holder, the Contractor shall keep records of construction site self-inspections for the Project duration in accordance with Section 94.8.1.

Measurement and payment for Dust Control will be per lump sum for all work required to comply with Section 94 requirements, including but not limited to permit fees, plan preparation, required signage, monies paid to

Subcontractor, provision of dust control monitor(s), shut-down expenses caused by violations of this regulation, monetary penalties or sanctions resulting from violations of this regulation, record keeping, training, long-term stabilization due to cessations of the Work more than 30 days, and all labor, equipment, and materials required to employ BACM as set forth in the Section 94 Handbook to prevent particulate matter from becoming airborne.

F. Storm Water Pollution

The Contractor shall perform its Work so as to not discharge polluted storm water runoff into the waters of the United States, including municipal separate storm sewer systems (MS4s) in violation of the laws, rules, and regulations of all federal, state and local water pollution requirements.

Contractor shall:

- a) Comply with the provisions of Nevada Revised Statutes, Chapter 445A, Water Pollution Control.
- b) Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
- c) All information and forms pertaining to Nevada's Storm Water Permitting Program can be found on the following website: <http://ndep.nv.gov/bwpc/storm01.htm>

The state and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the contractor shall submit a Notice of Intent (NOI) to the Nevada division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI, and must remain on the Project site and be updated as necessary for the duration of the Project. As applicant, the contractor is responsible for insuring that all contractors, Subcontractors, and all other persons abide by the conditions of the permit. As applicant, the Contractor is further responsible for supplying complete copies of the NOI and SWPPP to all Project Subcontractors.

Any contracts between the Contractor and applicable Subcontractors must provide a monetary allowance for any storm water pollution control BMPs specified in the SWPPP.

The Contractor shall cause to have in place a qualified person with full authority to ensure that storm water control measures are implemented, including inspections, record keeping, deployment of resources, and shut-down or modification of construction activities as needed.

Throughout the Project area and the duration of the Project, all BMPs must be maintained to minimize erosion and prevent discharge of pollutants from the site. BMPs are required 24 hours a day, seven days a week, whether or not there is current construction activity on site.

As permit holder, the Contractor shall keep records of construction sit inspections for up to three years after completion of the Work.

The cost of all shut-down expenses, monetary penalties or sanctions resulting from violations of this regulation shall be the sole responsibility of the Contractor.

Measurement and payment for Storm Water Pollution Control shall be per lump sum for all Work required to comply with all state and federal regulations, including but not limited to permit fees, plan preparation, required signage, monies paid to Subcontractors, provision of storm water control monitor, record keeping, training, long-term stabilization, and all labor, equipment, and materials required to employ BMP's as set forth in state and federal regulations to prevent pollutants from entering MS4s and the waters of the United States.

G. Fire Prevention

The Contractor shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Contractor to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

H. Non-Discrimination

The RTC is committed to promoting full and equal business opportunity for all persons doing business with the RTC. The Contractor acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if they or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, the RTC may declare the Contractor in breach of the Contract, terminate the Contract, and designate the Contractor as non-responsible for future Projects.

I. Bidder's Preference Records *(for 100% locally funded projects only which exceed \$250,000) – NOT APPLICABLE*

a)

J. Workers Records

The Contractor and each subcontractor are required to keep documentation as follows:

1. An accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work:
 - a. The name of the worker,
 - b. The occupation of the worker,
 - c. The gender of the worker, if the worker voluntarily agreed to specify that information, or an entry indicating that the worker declined to specify such information
 - d. The ethnicity of the worker if the worker voluntarily agreed to specify that information, or an entry indicating that the worker declined to specify such information;
 - e. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card, and
 - f. The actual per diem, wages and benefits paid to the worker.
2. An accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:
 - a. The name of the worker,
 - b. The driver's license number or identification card number of the worker, and
 - c. The state or other jurisdiction that issued the license or card.
3. The above-mentioned records maintained must be open at all reasonable hours to the inspection of the RTC. The contractor and the subcontractors shall ensure that a copy of each record for each calendar month is received by the RTC no later than 15 days after the end of each month, but may be discarded by the RTC two years after the final payment is made by the RTC.
 - a. The copy of the record referenced in subsection 1 above will be considered a public record and open for public inspection.
 - b. The copy of the record reference in subsection 2 above is confidential and not open for public inspection.

K. Provisions Required by Law

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

GC.14 CONTRACT INTERPRETATION

A. General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted before the Nevada Arbitration Association in the County of Clark, Nevada, and any litigation shall be in a competent jurisdiction in Clark County, Nevada.

Questions regarding the meaning and intent of the Contract documents must be referred in writing by the Contractor to the RTC's Project Manager. Where practical, the RTC's Project Manager shall respond to the Contractor in writing with a decision within seven calendar days of receipt of the request. If Contractor disagrees with the RTC's Project Manager's decision, it can follow the procedures specified in Section GC.12 (Disputes Between Parties).

B. Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

C. Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Contractor. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the RTC:

1. Change Orders
2. Addenda, with those of later date having precedence over those of an earlier date
3. RTC-Contractor Agreement
4. Federal Conditions
5. General Conditions
6. Specifications, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the RTC)

D. Standards and Codes

Whenever references are made in the Contract to standard or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

Where applicable, reference to the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, or latest adopted Edition of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

E. Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract

Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the RTC's interpretation.

F. Graphic Enhancement

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

GC.15 MISCELLANEOUS PROVISIONS

A. Regulatory Authorities

The Contractor does hereby acknowledge and agrees that the RTC, or the RTC's Project Manager, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the RTC, or which are departments of the RTC including, but not limited to, the FAST and Metropolitan Planning Organization acting in a regulatory manner. The Contractor is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the RTC acting in a regulatory manner) and any delays resulting to the Contractor in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Contractor, and not attributable in any manner to the RTC.

The RTC's Project Manager acts in a capacity similar to that of a representative working for a private property RTC which is to ensure that the RTC receives a quality product, delivered on schedule, for a fair price. Furthermore, the RTC's Project Manager does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the RTC's Project Manager. The Contractor agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the RTC's Project Manager, and that the Contractor's interaction with each regulatory authority is to be conducted without assistance from the RTC's Project Manager.

B. Subcontracts

Any subcontract entered into by the Contractor and its Subcontractor or material supplier shall not create any contractual relationship between the RTC and the Subcontractor or material supplier.

The Contractor agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Contractor in connection with the Project if so requested by the RTC for any of the reasons set forth in NRS 338.140 (1)(d).

The Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Contractor unless such substitution meets the requirements of NRS Chapter 338. If the Contractor substitutes a subcontractor for any subcontractor who is named in the bid without complying with NRS 338.141.5, the Contractor shall forfeit, as a penalty to the RTC, an amount equal to 1 percent of the total amount of the Contract. If the Contractor, after the submission of the bid, substitutes a subcontractor to perform the work indicated on the subcontractor lists submitted as part of its bid, the Contractor shall forfeit as a penalty to the RTC the lesser of, and excluding any amount of the Contract that is attributable to change orders, an amount equal to 2.5 percent of the total amount of the contract or an amount equal to 35 percent of the estimate by the engineer of the cost of the work the Contractor indicated pursuant to NRS 338.141.3 that it would perform on the public work.

C. Flow Down Language

Contractor shall provide that its contracts with its subcontractor(s) shall provide that the subcontractor(s) shall be bound to the Company in the same manner, and to the same extent, as the Contractor is bound to the RTC under this Agreement.

D. Right to Review and Audit

The Contractor agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Contractor a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Contractor goes out of existence, the Contractor shall turn over to the RTC all of its records relating to the Contract to be retained by the RTC for the required period of time.

The Contractor agrees to permit the RTC or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the RTC desires concerning Contractor's operation hereunder. The Contractor further understands and agrees that the inspection and audit would be exercised upon written notice.

If the Contractor or its records and books are not located within Clark County, Nevada, the Contractor agrees to deliver the records and books or have the records and books delivered to the RTC or its authorized representative at an address within Clark County, Nevada, as designated by the RTC.

If the RTC or its authorized representative find that the records and books delivered by the Contractor are incomplete, the Contractor agrees to pay the RTC the costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Contractor further agrees to permit the RTC or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the RTC.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the RTC or its authorized representative finds the RTC's dollar liability to the Contractor is less than the payments made by the RTC to the Contractor, the Contractor agrees to repay the difference immediately to the RTC or, at the RTC's option, credit the difference against future payments due the Contractor.

E. Independent Contractor

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. The Contractor shall act as an independent contractor and not as an agent of the RTC in performing the Contract. The Contractor shall maintain complete control over its employees and all of its subcontractors. Nothing contained in the Contract or any subcontract awarded by the Contractor shall create any contractual relationship between any such subcontractor and the RTC. The Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

F. Severability

The invalidity, illegality, or unenforceability of any provision of the Contract or the occurrence of any event rendering any portion or provision of the Contract void shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion of provision held to be void. The parties further agree to amend the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract to be determined void.

G. Assignment of Contractual Rights

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest

in or to the same, or any part thereto.

H. Ownership and Use of Documents

The Contractor will be furnished, free of charge, one (1) set of drawings and Contract Documents. If additional sets are needed, the RTC will provide them at actual duplication cost. The Drawings, Technical Specifications, and any copies furnished by the RTC are and shall remain the RTC's property unless a consultant is used in the preparation of the Contract Documents in which case ownership shall be according to the agreement between the RTC and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the RTC's or Consultant's common law or other reserved rights.

I. Prohibited Interest

No official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

J. Waiver

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

K. No Personal Liability

No official, officer, employee or agent of the RTC shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

L. Contract Modification

The Contract represents the entire and integrated agreement between the RTC and the Contractor and supersedes prior negotiations, representations or agreements, written or oral, made by either party. The Contract may only be amended by a Change Order.

M. State of Nevada Legal Holidays

The Contractor is advised that there are eleven legal holidays, for which the RTC employees and/or representatives will not be required to work. However, the Governor of the State of Nevada does have the option to give two other legal holidays. If the holiday falls on a Sunday, the holiday will be observed on the Monday following. The firm legal holidays are as follows:

1. Martin Luther King's Birthday
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Nevada Admission Day
7. Veteran's Day
8. Thanksgiving Day
9. Family Day (the Friday after Thanksgiving Day)
10. Christmas Day
11. New Year's Day

N. Reporting of Alleged Violations of the Law

The Contractor should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

O. Project Signs

The Contractor shall provide, install and maintain four Project signs for the duration of the Project. The signs must be installed within three business days of the issuance of the Notice to Proceed and must be installed where directed by the RTC's Project Manager. The Contractor will have size, verbiage and location approved by the RTC's Project Manager before installation of the signs.

P. Force Majeure

Contractor shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide RTC satisfactory evidence that non-performance is due to other than fault or negligence on its part.

Q. Labor Strife

The Contractor shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

R. Monthly Reports of MBE/WBE/SBE/DVBE/PCBE Utilization

The Contractor shall submit monthly reports of its MBE/WBE/SBE/DVBE/PCBE utilization throughout the contract term (with its invoices) and at the completion of the contract using the form provided by the RTC.

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EXHIBIT C

PREVAILING WAGES AND/OR FEDERAL WAGES

This is a Federally Funded Project, so both the State of Nevada Prevailing Wages which are in effect the date of the Bid Opening (found at www.laborcommissioner.com, and will be attached to this Exhibit C in the final Contract) and the attached Federal Wage Rates (State: Nevada; County: Clark; Construction Type: Highway; General Decision Number: NV180034; Publication Date: 01/05/2018) will apply to the duration of the Contract, and Contractor shall pay workers at the higher rate, and are attached to this Exhibit C.

Zone 1: 0 to 30 miles \$0.00
Zone 2: over 30 to 50 miles \$1.50
Zone 3: over 50 miles \$3.25

ELECTRICIAN

Electrician
Neon Sign.....\$ 45.52
Wireman.....\$ 56.31
Line Construction
Groundman.....\$ 35.33
Heavy Equipment Operator...\$ 43.37
Lineman.....\$ 52.82

ZONE PAY (Electrician Only does not apply to Line Construction): add the applicable amounts per hour calculated based on a radius from City Hall of Las Vegas.

Zone 1: 0 to 25 miles \$0.00
Zone 2: over 25 to 55 miles \$2.50
Zone 3: over 55 miles \$3.50

FENCE ERECTOR.....\$ 17.46

Hod Carrier (Brick Mason Tender).....\$ 43.31

IRONWORKER.....\$ 56.74

LABORER

Flagperson.....\$ 41.44
Group 1.....\$ 42.94
Group 2.....\$ 43.15
Group 3.....\$ 43.25
Group 4.....\$ 43.34
Group 5.....\$ 43.44
Highway Striper.....\$ 30.81
Traffic Barrier Erector.....\$ 42.94

LABORER ZONE PAY: add the applicable amounts per hour calculated based on a radius from the City Hall of Las Vegas, Nevada.

Zone 1: 0 to 30 miles: \$0.00
Zone 2: over 30 to 50 miles: \$1.50
Zone 3: over 50 miles: \$3.25
Laughlin Area: \$2.25

LABORER CLASSIFICATIONS:

Group 1

Construction Clean-Up; Dry packing of concrete & filling of form bolt holes; File grader, street paving, airport runways; Guinea chaser; demolition or general construction; packing rod steel & pans; temporary water lines (portable type); Landscape gardener; Nurseryman; Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials; Underground, including caisson bellowers; Scaffold Erector (under 14 ft.); Landscape Decorative rock Installer - (Ponds, Waterfalls, Etc.); Materials Handler; Tool Crib; Light Crib; Light Tool Repairman; Mechanical Stabilized Earth Wall; Certified Firewatch.

Group 2

Asphalt raker, ironer, spreader, luteman; Buggymobile man; Cement dumper (on one yard or larger mixers & handling bulk cement); Cesspool digger and installer; Chucktender; Concrete core cutter; Concrete curer, impervious membrane and oiler of all materials; Concrete saw man, excluding tractor type, cutting, scoring old or new concrete; Gas and oil wrapper, pot tender and form man; Making and caulking of all non-metallic pipe joints; Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines,

impact wrench multiplate and similar mechanical tools not separately classified herein; Operator of cement grinding machine; Riprap stonepaver; Roto-scraper; Sandblaster (pot tender); Scaler

Septic tank digger and installer (lead man); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders.

Group 3

Cutting torch operator; Jackhammer and/or pavement breaker; Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile; Mudcutter; Concrete vibrator operator, all sizes; Rock slinger; Scaler (using bos'n chair or safety belt or power tools); Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile; Cement dumper (on one yard or larger mixers and handling bulk cement; Concrete core cutter; Concrete curer, impervious membrane and oiler of all materials; Decorative rock installer (ponds, waterfalls, etc.); Shotcrete/gunite.

Group 4

Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer; Head rock slinger; Powderman-blaster; Sandblaster (nozzleman); Steel header-board man

Group 5

Driller (core, diamond or wagon); Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills

MILLWRIGHT.....\$ 49.95
MILLWRIGHT ZONE PAY: add the applicable amounts per hour calculated from Maryland Parkway and Charleson Boulevard, Las Vegas

- Zone 1: 0 to 20 miles \$0.00
- Zone 2: over 20 to 40 miles \$1.50
- Zone 3: over 40 miles \$3.25

PAINTER.....\$ 46.64

PILEDRIVERMAN.....\$ 58.47

PLUMBER/PIPEFITTER.....\$ 56.52
PLUMBER ZONE PAY: employees performing work on Public Works covered by this Agreement shall be entitled to the following wage rates for all hours worked calculated on an air mile radius from the Clark County Regional Justice Center.

- Zone 1: 0 to 20 miles \$0.00
- Zone 2: over 20 to 45 miles \$3.75
- Zone 3: over 45 to 75 miles \$7.50
- Zone 4: over 75 miles \$11.25

POWER EQUIPMENT OPERATOR:
(Cranes, Piledriving, & Hoisting Equipment)

- Group 1
 - Engineer Oiler.....\$ 59.35
 - Forklift.....\$ 55.67
- Group 2
 - Truck Crane Oiler.....\$ 59.35
- Group 3
 - A-Frame or Winch Truck; Ross Carrier (Jobsite).....\$ 58.26
- Group 4
 - Bridge-Type Unloader and Turntable Operator; Helicopter Hoist.....\$ 58.40

Group 5
Hydraulic Boom Truck
(Pittman); Stinger Crane
(Austin-Western or
Similar Type); Tugger
Hoist (1 Drum).....\$ 58.62

Group 6
Bridge Crane; Cretor
Craner; Hoist (Chicago
Boom and Similar Type);
Lift Mobile; Lift Slab
Machine (Vagtbor and
Similar Types); Material
Hoist/Manlift; Polar
Gantry Crane; Self
Climbing Scaffold (or
Similar Type); Shovel,
Backhoe, Dragline,
Clamshell (Over 3/4 YD.
and up to 5 CU. YDS.);
Silent Piler; Tugger
Hoist (2 Drum).....\$ 58.73

Group 7
Pedestal Crane; Shovel,
Backhoe, Dragline,
Clamshell (over 5 CU.
YDS.); Tower Crane
Repairman; Tugger Hoist
(3 Drum).....\$ 58.85

Group 8
Crane Operator (up to and
including 25 ton capacity).\$ 60.82
Crawler Transporter;
Derrick Barge (up to and
including 25 ton
capacity); Hoist, Stiff
legs, Guy Derrick or
Similar Type (up to and
including 25 ton
capacity); Shovel,
Backhoe, Dragline,
Clamshell (Over 7 CU YDS.).\$ 59.02

Group 9
Crane Operator (over 25
tons up to and including
50 tons).....\$ 60.82
Derrick Barge (over 25
tons up to and including
50 tons); Highline
Cableway; Hoise, Stiff
Legs, Guy Derrick or
Similar Type (over 25
tons and up to and
including 50 tons); K-
Crane; Polar Crane; Self
Erecting Tower Crane
Maximum Lifting Capacity
10 tons. 1 ton Operator....\$ 59.19

Group10
Crane (over 50 tons up to
and including 100 tons);
Mobile Tower Crane (over
50 tons up to and
including 100 tons).....\$ 62.24
Derrick Barge (over 50
tons up to and including
100 tons); Hoist, Stiff
Legs, Guy Derrick or
Similar Type (over 50
tons up to and including
100 tons).....\$ 60.19

Group11
Crane (over 100 tons up
to and including 200
tons); Mobile Tower Crane
(over 100 tons up to and
including 200 tons).....\$ 62.74
Derrick Barge (over 100
tons up to and including
200 tons); Hoist
Operator, Stiff Legs, Guy

Derrick or Similar Type
(over 100 tons up to and
including 200 tons).....\$ 61.19
Tower Crane and Tower
Gantry.....\$ 63.19
Group 12
Crane (over 200 tons up
to and including 300
tons); Mobile Tower Crane
(over 200 tons up to and
including 300 tons).....\$ 65.38
Derrick Barge (over 200
tons up to and including
300 tons); Hoist, Stiff
Legs, Guy Derrick or
Similar Type (over 200
tons up to and including
300 tons).....\$ 62.19
Group 13
Crane (over 300 tons);
Mobile Tower Crane (over
300 tons).....\$ 66.75
Derrick Barge (over 300
tons); Helicopter Pilot;
Hoist Operator, Stiff
Legs, Guy Derrick or
Similar Type (over 300
tons).....\$ 63.19

POWER EQUIPMENT OPERATOR:

(Group 1-8)
Equipment Greaser (Grease
Truck).....\$ 58.40
Equipment Greaser (Rack)....\$ 56.91
Group 1.....\$ 55.67
Group 2.....\$ 56.62
Group 3.....\$ 56.91
Group 4.....\$ 58.40
Group 6.....\$ 58.62
Group 8.....\$ 58.73

ZONE PAY [ALL POWER EQUIPMENT OPERATORS INCLUDING CRANES,
PILEDIVING AND HOISTING EQUIPMENT]: add the applicable
amounts per hour calculated from the City Hall of Las Vegas,
Nevada.

Zone 1: 0 to 20 miles \$0.00
Zone 2: over 20 to 40 miles \$2.00
Zone 3: over 40 to 60 miles \$3.00
Zone 4: over 60 miles \$3.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (GROUP 1-8):

Group 1

Bargeman; Blade Assistant; Brakeman; Compressor; Ditch Witch,
with seat or similar type equipment; Elevator - inside;
Engineer Oiler; Forklift (under 5 Tons); Generator; Generator,
Pump or Compressor Plant; Pump; Signalman; Steam
Cleaner/Pressure Washer; Switchman.

Group 2

Asphalt-Rubber Plant (Nurse Tank); Concrete Mixer - Skip type;
Conveyor; Forklift (over 5 Tons); Hydrostatic Pump; Oiler
Crusher (Asphalt or Concrete Plant); PJU Side Dump Jack;
Rotary Drill Tender (Oilfield); Screening and Conveyor Machine
(or similar types); Skiploader (wheel type up to 3/4 yd. without
attachment); Tar Pot Fireman; Temporary Heating Plant;
Trenching Machine Oiler.

Group 3

Asphalt-Rubber Blend; Bobcat or similar type (Skid Steer);
Ford Ferguson (with dragtype attachments); Helicopter Radioman
(ground); Stationary Pipe Wrapping and Cleaning Machine.

Group 4

Asphalt Plant Fireman; Backhoe (Mini-Max or similar type); Boring Machine; Boring System Electronic Tracking Locator; Boxman or Mixerman (Asphalt or Concrete); Chip Spreading Machine; Concrete Cleaning Decontamination Machine; Concrete Pump (small portable); Drilling Machine, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum); Guard Rail Post Driver; Highline Cableway Signalman; Horizontal Directional Drilling Machine; Hydra-Hammer-Aero Stomper; Power Concrete Curing Machine; Power Concrete Saw; Power - Driven Jumbo Form Setter; Power Sweeper; Rock Wheel Saw/Trencher; Roller (compacting); Screed (Asphalt or Concrete); Trenching Machine (up to 6 ft.); Vacuum or Muck Truck.

Group 6

Articulating Material Hauler; Asphalt Plant Engineer; Batch Plant; Bit Sharpener; Concrete Joint Machine (canal and similar type); Concrete Planer; Dandy Digger; Deck Engine; Derrickman (Oilfield type); Drilling Machine, Bucket or Auger Types (Calweld 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum); Drilling Machine (including water wells); Hydrographic Seeder Machine (straw, pulp or seed); Jackson Track Maintainer, or similar type; Kalamazoo Switch Tamper, or similar type; Machine Tool; Maginnis Internal Full Slab Vibrator; Mechanical Berm, curb or gutter (concrete or asphalt); Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar); Pavement Breaker (truck mounted); Road Oil Mixing Machine; Roller (asphalt or finish); Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck); Self-Propelled Tar Pipelining Machine; Skiploader (crawler and wheel type, over $1\frac{3}{4}$ yd. and up to and including $1\frac{1}{2}$ yds.); Slip Form Pump (power driven hydraulic lifting device for concrete forms); Tractor - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger Hoist (1 drum); Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine.

Group 8

Asphalt or Concrete Spreading (Tamping or Finishing); Asphalt Paving Machine (Barber Greene or similar type); Asphalt-Rubber Distributor; Backhoe (up to and including $3\frac{3}{4}$ yd.); Cast in Place Pipe Laying Machine; Combination Mixer and Compressor (Gunitite Work); Compactor - self propelled; Concrete Mixer - Paving; Crushing Plant (Non Portable); Drill Doctor; Drilling Machine, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum); Elevating Grader; Grade Checker; Gradall; Grouting Machine; Heavy Duty Repairman; Heavy Equipment Robotics; Kalamazoo Balliste Regulator or similar type Kolman Belt Loader and similar type; Le Tourneau Blob Compactor or similar type; Loader (Athey, Euclid, Sierra and similar types); Master Environmental Maintenance Mechanic; Mobark Chipper or similar types; Ozzie Padder or similar types; PC 490 Slot Saw; Pneumatic Concrete Placing Machine (Hackley-Presswell or similar type); Portable Crushing Plant; Pumpcrete Gun; Rock Drill or similar types; Rotary Drill (excluding Caison type); Rubber-Tired Earth Moving Equipment (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-Tired Earth Moving Equipment (multiple engine - up to and including 25 yds. struck); Rubber-Tired Scraper (self-loading paddle wheel type - John Deere, 1040 and similar single unit); Self-Propelled Curb and Gutter Machine; Shuttle Buggy; Skiploader (crawler and wheel type over $1\frac{1}{2}$ yds. up to and including $6\frac{1}{2}$ yds.); Soil Remediation Plant (C.M.I. Enviro Tech Thermal or Similar Types); Surface Heaters and Planer; Tractor Compressor Drill Combination; Tractor (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine); Tractor (boom attachments); Traveling Pipe Wrapping, Cleaning and Bending Machine; Trenching Machine (over 6 ft. depth capacity, manufacturer's rating); Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating); Ultra High Pressure Waterjet Cutting

Tool System Mechanic; Water Pull (compaction).

POWER EQUIPMENT OPERATOR:

(Groups 10 to 25)

Group 10.....	\$ 58.85
Group 11.....	\$ 59.95
Group 12.....	\$ 59.02
Group 13.....	\$ 59.12
Group 14.....	\$ 59.15
Group 15.....	\$ 59.23
Group 16.....	\$ 59.35
Group 17.....	\$ 59.52
Group 18.....	\$ 59.62
Group 19.....	\$ 59.73
Group 20.....	\$ 59.85
Group 21.....	\$ 60.02
Group 22.....	\$ 60.12
Group 23.....	\$ 60.23
Group 24.....	\$ 60.35
Group 25.....	\$ 60.52

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (GROUP 10-25):

Group 10

Drilling Machine, Bucket or Auger Types (Calweld 200 B Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum); Dual Drum Mixer; Monorail Locomotive (diesel, gas or electric); Motor Patrol - Blade (single engine); Multiple Engine Tractor (Euclid and similar type - except Quad 9 Cat.); Pneumatic Pipe Ramming Tool and similar types; Pre-Stressed Wrapping Machine (2 Operators required); Rubber-Tired Earth Moving Equipment (single engine, over 50 yds. struck); Rubber-Tired Earth Moving Equipment (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck); Tower Crane Repairman; Tractor Loader (crawler and wheel-type over 6½ yds.); Woods Mixer (and similar Pugmill equipment).

Group 11

Dynamic Compactor LDC350 (or similar types).

Group 12

Auto Grader; Automatic Slip Form; Drilling Machine, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum); Hoe Ram or similar with Compressor; Mass Excavator - Less than 750 cu. yds.; Mechanical Finishing Machine; Mobile Form Traveler; Motor Patrol (multi-engine); Pipe Mobile Machine; Rubber-Tired Earth Moving Equipment (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-Tired Self-Loading Scraper (paddle-wheel-Auger type self-loading - 2 or more units); Vermeer Rock Trencher (or similar type).

Group 13

Rubber-Tired Earth Moving Equipment, equipment with the Push-Pull System (single engine, up to and including 25 yds. struck).

Group 14

Canal Liner (not less than 4 employees - Oiler, Mechanic, Grade Checker required); Canal Trimmer; Remote Controlled Earth Moving Equipment (no one shall operate more than two pieces of earth moving equipment at one time - \$1.00 per hour additional to base rate); Wheel Excavator (over 750 cu. yds. per hour).

Group 15

Rubber-Tired Earth Moving Equipment, equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-Tired Earth Moving Equipment, equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck).

Group 16

Rubber-Tired Earth Moving Equipment, equipment with the Push-Pull System (single engine, over 50 yds. struck); Rubber-Tired Earth Moving Equipment, equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck).

Group 17

Rubber-Tired Earth Moving Equipment, equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Tandem Tractor (crawler type tractors in tandem - Quad 9 and similar type).

Group 18

Rubber-Tired Earth Moving Equipment, in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck).

Group 19

Rotex Concrete Belt (or similar types); Rubber-Tired Earth Moving Equipment, in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-Tired Earth Moving Equipment, in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck).

Group 20

Rubber-Tired Earth Moving Equipment, in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-Tired Earth Moving Equipment, in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck).

Group 21

Rubber-Tired Earth Moving Equipment, in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck).

Group 22

Rubber-Tired Earth Moving Equipment, equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23

Rubber-Tired Earth Moving Equipment, equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-Tired Earth Moving Equipment, equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck).

Group 24

Rubber-Tired Earth Moving Equipment, equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck); Rubber-Tired Earth Moving Equipment, equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck).

Group 25

Concrete Pump - truck mounted (Oiler required when boom over 105' or 36 meters); Rubber-Tired Earth Moving Equipment, equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck).

TRUCK DRIVER

Group 1.....	\$ 46.13
Group 2.....	\$ 46.23
Group 3.....	\$ 46.44
Group 4.....	\$ 46.62
Group 5.....	\$ 46.82
Group 6.....	\$ 47.12

TRUCK DRIVER ZONE PAY: add the applicable amounts per hour calculated from Las Vegas City Hall.

Zone 1: 0 to 30 miles	\$0.00
Zone 2: over 30 to 50 miles	\$1.50
Zone 3: over 50 to 70 miles	\$2.50
Zone 4: over 70 miles	\$3.50

TRUCK DRIVER CLASSIFICATIONS:

Group 1

Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment, warehousemen, drivers of busses used for transportation of up to 16 passengers.

Group 2

Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 1/2 yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (used for transportation or more than 16 passengers), warehouse clerk.

Group 3

Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 1/2 yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

Group 4

Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over), drivers of fuel and water trucks (6,000 gallon and over).

Group 5

Drivers of trucks and trailers in combination (six axles or more).

Group 6

All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.
=====

END OF GENERAL DECISION

STATE OF NEVADA

BRIAN SANDOVAL
GOVERNORC. J. MANTHE
DIRECTORSHANNON M. CHAMBERS
LABOR COMMISSIONEROFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409
OFFICE OF THE LABOR COMMISSIONER

2019 PREVAILING WAGE RATES CLARK COUNTY

DATE OF DETERMINATION: October 1, 2018

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$250,000 BID/AWARDED
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019*

"Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."

As [Amendments/Addenda](#) are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010.)

[AIR BALANCE TECHNICIAN](#)
[ALARM INSTALLER](#)
[BOILERMAKER](#)
[BRICKLAYER](#)
[CARPENTER](#)
[CEMENT MASON](#)
[ELECTRICIAN-COMMUNICATION TECH.](#)
[ELECTRICIAN-LINE](#)
[ELECTRICIAN-NEON SIGN](#)
[ELECTRICIAN-WIREMAN](#)
[ELEVATOR CONSTRUCTOR](#)
[FENCE ERECTOR](#)
[FLAGPERSON](#)
[FLOOR COVERER](#)
[GLAZIER](#)
[HIGHWAY STRIPER](#)
[HOD CARRIER-BRICK MASON](#)
[HOD CARRIER-PLASTERER TENDER](#)
[IRON WORKER](#)
[LABORER](#)
[MECHANICAL INSULATOR](#)
[MILLWRIGHT](#)

[OPERATING ENGINEER](#)
[OPERATING ENG. STEEL](#)
[FABRICATOR/ERECTOR](#)
[OPERATING ENGINEER-PILEDRIIVER](#)
[PAINTER](#)
[PILEDRIIVER \(NON-EQUIPMENT\)](#)
[PLASTERER](#)
[PLUMBER/PIPEFITTER](#)
[REFRIGERATION](#)
[ROOFER \(Does not include sheet metal roofs\)](#)
[SHEET METAL WORKER](#)
[SPRINKLER FITTER](#)
[SURVEYOR \(NON-LICENSED\)](#)
[TAPER](#)
[TILE /TERRAZZO WORKER/MARBLE MASON](#)
[TRAFFIC BARRIER ERECTOR](#)
[TRUCK DRIVER](#)
[WELL DRILLER](#)
[LUBRICATION AND SERVICE ENGINEER](#)
[\(MOBILE AND GREASE RACK\)](#)
[SOIL TESTER \(CERTIFIED\)](#)
[SOILS AND MATERIALS TESTER](#)

Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:

- a) The basic hourly rate of pay; and
- b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.030 (2)(d)

The Labor Commissioner shall determine the prevailing wage to be 90 percent of the rate determined pursuant to paragraphs (a), (b) and (c) for:

(1) Any contract for a public work or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property to which a school district or the Nevada System of Higher Education is a party; and

(2) A public work of, or constructed by, a school district or the Nevada System of Higher Education, or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property of or constructed by a school district or the Nevada System of Higher Education.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations;
 - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates

The zone rate has been added to each applicable craft.

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	NSHE/SCHOOL DISTRICT RATE	Union or Non-Union Rate
AIR BALANCE TECHNICIAN			Union
Air Balance Technician-Journeyman	73.56	66.20	
Air Balance Technician-Foreman	78.11	70.30	
Air Balance Technician-General Foreman	82.66	74.39	

[AIR BALANCE TECHNICIAN JOB DESCRIPTION](#)**ADD ZONE RATE**

In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 30 miles	\$0.00
Zone 2-31 to 50 miles	\$2.50
Zone 3-51 to 100 miles	\$3.50 (including Laughlin)
Zone 4-over 100 miles	\$5.00

ALARM INSTALLER			Union
Alarm Installer	64.47	58.02	
Alarm Installer Foreman	69.58	62.63	
Alarm Installer General Foreman			

[ALARM INSTALLER JOB DESCRIPTION](#)

BOILERMAKER			Union
Boilermaker	65.94	59.35	

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

BRICKLAYER			Union
Bricklayer-Journeyman	53.83	48.45	

[BRICKLAYER JOB DESCRIPTION](#)

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	\$0.00
41-50 Miles	\$2.50
51-70 Miles	\$5.00
Over 70 Miles	\$7.50

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

CARPENTER			Union
Carpenter-Journeyman	60.91	54.82	
Carpenter-Welder	61.91	55.72	
Carpenter-Foreman	64.81	58.33	
Carpenter-General Foreman	69.10	62.19	

CARPENTER JOB DESCRIPTION

ADD ZONE RATE

In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 40 miles	\$0.00
Zone 2-40 to 60 miles	\$2.50
Zone 3-Over 60 miles	\$4.25
Colorado River Region	\$2.00

CEMENT MASON			Union
Cement Mason-Journeyman	55.58	50.02	
Cement Mason-Foreman	59.57	53.61	
Cement Mason-General Foreman	61.57	55.41	

CEMENT MASON JOB DESCRIPTION

ADD ZONE RATE

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 miles	\$0.00
Zone over 50 miles	\$4.00

ELECTRICIAN- COMMUNICATION TECHNICIAN			Union
Installer/Technician	46.07	41.46	
Senior Installer/Technician	64.47	58.03	
Installer/Technician Foreman	69.59	62.63	
Installer/Technician General Foreman	74.70	67.23	

ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

ADD ZONE RATE

In addition to ELECTRICIAN-Communication Technician, rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1- 0 to 25 miles	\$0.00
Zone 2- 26 to 55 miles	\$2.50
Zone 3-56 miles and over	\$3.50

ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR			Union
Groundman	42.28	38.05	
Lineman	64.02	57.62	
Foreman	70.19	63.17	
General Foreman	76.56	68.90	
Heavy Equipment Operator	52.19	46.97	

[ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR JOB DESCRIPTION](#)

ELECTRICIAN-NEON SIGN			Union
Journeyman	52.31	47.08	
Foreman	54.31	48.88	

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ELECTRICIAN-WIREMAN			Union
Wireman-Journeyman	64.83	58.35	
Wireman-Cable Splicer	65.35	58.81	
Wireman-Foreman	69.99	62.99	
Wireman-General Foreman	75.14	67.63	

[ELECTRICIAN WIREMAN JOB DESCRIPTION](#)

ADD ZONE RATE

In addition to ELECTRICIAN-Wireman rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-0 to 25 miles	\$0.00
Zone 2-26 to 55 miles	\$2.50
Zone 3-over 55 miles	\$3.50

ELEVATOR CONSTRUCTOR			Union
Elevator Constructor-Journeyman Mechanic	73.13	65.82	
Elevator Constructor-Mechanic In Charge	80.54	72.49	

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;

3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;			
FENCE ERECTOR			Non union
Fence Erector	19.90	17.91	
FENCE ERECTOR Includes but is not limited to: <ol style="list-style-type: none"> 1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing; 2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post; 3. Digging post holes with a spade, post hole digger or power driven auger; 4. Aligning posts through the use of lines or by sighting; 5. Verifying vertical alignment of posts with a plumb bob or spirit level; 			
FLAGPERSON			Union
Flagperson	53.09	47.78	
FLAG PERSON , includes but is not limited to: <ol style="list-style-type: none"> 1. Directing movement of vehicular traffic through construction projects; 2. Distributing traffic control signs and markers along site in designated pattern; 3. Informing drivers of detour routes through construction sites; <p>ADD ZONE RATE In addition to: FLAGPERSON rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada: Zone 1-0 to 50 Miles \$0.00 Zone 2-50 Miles and Over \$3.75 including Laughlin area</p>			
FLOOR COVERER			Union
Floor Coverer-Journeyman	49.72	44.75	
Floor Coverer-Foreman	53.15	47.84	
<u>FLOOR COVERER JOB DESCRIPTION</u>			
GLAZIER			Union
Glazier-Journeyman	73.67	66.30	
Glazier-Foreman	78.24	70.42	
<u>GLAZIER JOB DESCRIPTION</u>			
HIGHWAY STRIPER			Union
Highway Striper	54.59	49.13	
HIGHWAY STRIPER , includes but is not limited to: <ol style="list-style-type: none"> 1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns; 2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials; 			

In addition to: HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
 Zone 1-0 to 50 Miles \$0.00
 Zone 2-50 Miles and Over \$3.75 including Laughlin area.

HOD CARRIER-BRICK MASON TENDER			Union
Brick Mason	54.90	49.41	

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

ADD LABORER ZONE RATE
 In addition to: HOD CARRIER-PLASTERER – BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
 Zone 1-0 to 50 Miles \$0.00
 Zone 2-50 Miles and Over \$3.75 including Laughlin area.

HOD CARRIER-PLASTERER TENDER			Union
Plasterer Tender-Journeyman	55.99	50.39	
Plasterer Tender-Foreman	58.99	53.09	
Plasterer Tender-General Foreman	61.99	55.79	

HOD CARRIER-PLASTERER TENDER

ADD LABORER ZONE RATE
 In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
 Zone 1-0 to 50 Miles \$0.00
 Zone 2-50 Miles and Over \$3.75 including Laughlin area.

IRON WORKER			Union
Ironworker-Journeyman	69.05	62.15	
Ironworker-Foreman	72.85	65.57	
Ironworker-General Foreman			

<u>IRON WORKER JOB DESCRIPTION</u>			
LABORER			
<u>SEE GROUP CLASSIFICATIONS</u>			Union
Group 1	54.59	49.13	
Group 2	54.80	49.32	
Group 3	54.90	49.41	
Group 4	54.99	49.49	
Group 5	55.09	49.58	
Group 6A	56.33	50.70	
Group 6B	55.83	50.25	
Group 6C	55.58	50.02	
Group 6D	56.19	50.57	
Group 6E	55.83	50.25	
Group 7	54.90	49.41	
Foreman \$3.00 above highest paid journeyman supervised.			
General Foreman \$3.00 above highest paid foreman supervised.			
<u>LABORER JOB DESCRIPTION</u>			
ADD LABORER ZONE RATE In addition to: LABORER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada: Zone 1-0 to 50 Miles \$0.00 Zone 2-50 Miles and Over \$3.75 including Laughlin area.			
MECHANICAL INSULATOR			Union
Mechanical Insulator-Journeyman	63.73	57.36	
Mechanical Insulator-Foreman	67.01	60.31	
Mechanical Insulator-General Foreman	70.29	63.26	
<u>MECHANICAL INSULATOR JOB DESCRIPTION</u>			
ADD ZONE RATE In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a road miles figured from Clark County Courthouse: Zone 1-20-45 miles- \$3.75 Zone 2-45-75 miles- \$5.00 Zone 3-75-150 miles- \$7.50 Zone 4-150 miles and over- \$8.75			
MILLWRIGHT			Union
Millwright-Journeyman	61.91	55.72	
Millwright-Welder	62.91	56.62	

Millwright-Foreman	65.64	59.08	
Millwright-General Foreman	69.75	62.78	

MILLWRIGHT JOB DESCRIPTION

ADD ZONE RATE

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-1 to 14 miles	\$0.00
Zone 2-15 to 35 miles	\$1.50
Zone 3-35 miles and over	\$3.25

OPERATING ENGINEER			Union
<u>SEE GROUP CLASSIFICATIONS</u>			
Group 1	71.24	64.12	
Group 2	72.19	64.97	
Group 3	72.48	65.23	
Group 4	73.97	66.57	
Group 5	75.07	67.56	
Group 6	74.19	66.77	
Group 7	75.29	67.76	
Group 8	74.30	66.87	
Group 9	75.40	67.86	
Group 10	74.42	66.98	
Group 11	75.52	67.97	
Group 12	74.59	67.13	
Group 13	74.69	67.22	
Group 14	74.72	67.25	
Group 15	74.80	67.32	
Group 16	74.92	67.43	
Group 17	75.09	67.58	
Group 18	75.19	67.67	
Group 19	75.30	67.77	
Group 20	75.42	67.88	
Group 21	75.59	68.03	
Group 22	75.69	68.12	
Group 23	75.80	68.22	
Group 24	75.92	68.33	
Group 25	76.09	68.48	
Add \$.50 per hour for "Special" Shift			
Add \$1.00 per hour for "Multiple" Shift			

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: OPERATING ENGINEER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

OPERATING ENGINEER: CRANES, PILEDRIVING, & HOISTING EQUIPMENT			Union
<u>SEE GROUP CLASSIFICATIONS</u>			
<u>Group 1</u>			
Engineer Oiler	74.92	67.43	
Forklift Operator	73.83	66.45	
<u>Group 2</u>			
Truck Crane Oiler	73.97	66.57	
<u>Group 3</u>			
A-Frame or Winch Truck Operator	73.97	66.57	
Ross Carrier Operator (Jobsite)	73.97	66.57	
<u>Group 4</u>			
Bridge-Type Unloader and Turntable Operator	73.97	66.57	
Helicopter Hoist Operator	73.97	66.57	
<u>Group 5</u>			
Hydraulic Boom Truck (Pitman)	74.19	66.77	
Stinger Crane (Austin-Western or Similar Type)	74.19	66.77	
Tugger Hoist Operator (1 Drum)	74.19	66.77	
<u>Group 6</u>			
Bridge Crane Operator	74.30	66.87	
Cretor Crane Operator	74.30	66.87	
Hoist Operator (Chicago Boom and Similar Type)	74.30	66.87	
Lift Mobile Operator	74.30	66.87	
Lift Slab Machine Operator (Vagtborg and Similar Types)	74.30	66.87	
Material Hoist/Manlift Operator	74.30	66.87	
Polar Gantry Crane Operator	74.30	66.87	

Self Climbing Scaffold (or Similar Type)	74.30	66.87	
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	74.30	66.87	
Silent Piler	74.30	66.87	
Tugger Hoist Operator (2 Drum)	74.30	66.87	
Group 7			
Pedestal Crane Operator	74.42	66.98	
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	74.42	66.98	
Tower Crane Repairman	74.42	66.98	
Tugger Hoist Operator (3 Drum)	74.42	66.98	
Group 8			
Crane Operator (up to and including 25 ton capacity)	76.39	68.75	
Crawler Transporter Operator	74.59	67.13	
Derrick Barge Operator (up to and including 25 ton capacity)	74.59	67.13	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity)	74.59	67.13	
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	74.59	67.13	
Group 9			
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	76.39	68.75	
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	74.76	67.28	
Highline Cableway Operator	74.76	67.28	
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	74.76	67.28	
K-Crane	74.76	67.28	
Polar Crane Operator	74.76	67.28	
Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator)	74.76	67.28	
Group 10			

Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	77.81	70.03	
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	75.76	68.18	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	75.76	68.18	
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	77.81	70.03	
Group 11			
Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	78.31	70.48	
Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	76.76	69.08	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.)	76.76	69.08	
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	78.31	70.48	
Tower Crane Operator and Tower Gantry	78.76	70.88	
Group 12			
Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	80.95	72.86	
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	77.76	69.98	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	77.76	69.98	
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	80.95	72.86	
Group 13			
Crane Operator (over 300 tons)	81.32	73.19	
Derrick Barge Operator (over 300 tons)	77.76	69.98	
Helicopter Pilot	77.76	69.98	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	77.76	69.98	

Mobile Tower Crane Operator (over 300 tons)	81.32	73.19	
Add \$.50 per hour for "Special" Shift			
Add \$1.00 per hour for "Multiple" Shift			

OPERATING ENGINEER, includes but is not limited to:
 Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: CRANES, PILEDIVING AND HOISTING EQUIPMENT rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

OPERATING ENGINEER-SURVEYOR			Union
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[SEE GROUP CLASSIFICATIONS](#)

Group 1	73.16	65.84	
Group 2	73.97	66.57	
Group 3	74.19	66.77	
Group 4	74.47	67.02	
Group 5	74.59	67.13	
Group 6	74.69	67.22	
Group 7	74.72	67.25	
Group 8	75.09	67.58	
Group 9	75.22	67.70	
Group 10	75.72	68.15	

OPERATING ENGINEER, includes but is not limited to:
 Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: OPERATING ENGINEER-SURVEYOR rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

OPERATING ENGINEER –TUNNEL			Union
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<u>SEE GROUP CLASSIFICATIONS</u>			
Group 1	73.09	65.78	
Group 2	74.04	66.64	
Group 3	74.33	66.90	
Group 4	74.47	67.02	
Group 5	74.69	67.22	
Group 6	74.80	67.32	
Group 7	74.92	67.43	
Group 8	75.09	67.58	
Group 9	75.22	67.70	

OPERATING ENGINEER, includes but is not limited to:
 Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
 In addition to: OPERATING ENGINEER-TUNNEL rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
 Zone 1-0 to 20 miles \$0.00
 Zone 2-21 to 40 miles \$2.00
 Zone 3-41 to 60 miles \$3.00
 Zone 4-over 60 miles \$3.50

PAINTER			Union
Painter-Journeyman	56.42	50.78	
Painter-Foreman	59.89	53.91	

[PAINTER JOB DESCRIPTION](#)

PILEDRIVER			Union
Driverman, Rigman, Bridge and Dock Carpenter	55.46	49.91	
Certified Welder	56.46	50.81	
Piledriver-Foreman	59.19	53.27	
Diver-Diving (wet pay)	102.25	92.03	
Stand-By Diver	60.19	54.17	
Tender	59.19	53.27	

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

PLASTERER			Union
Plasterer-Journeyman	54.06	48.65	
Plasterer-Foreman	57.90	52.11	
Plasterer-General Foreman	59.82	53.84	

PLASTERER JOB DESCRIPTION

ADD ZONE RATE

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 miles	\$0.00
Zone over 50 miles	\$4.00

PLUMBER/PIPEFITTER			Union
Plumber/Pipefitter-Journeyman	66.98	60.28	
Plumber-Foreman	71.45	64.30	
Plumber-General Foreman	75.91	68.32	

PLUMBER, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

- a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;
- b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
- c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
- d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
- e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

ADD ZONE RATE

In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-0-20 miles	\$ 0.00
Zone 2-21-45 miles	\$3.75
Zone 3-46-75 miles	\$7.50
Zone 4-76 miles and over	\$11.25

REFRIGERATION			Union
Refrigeration-Journeyman	66.98	60.28	
Refrigeration-Foreman	71.45	64.30	
Refrigeration-General Foreman	75.91	68.32	

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;

3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER			Union
(Does not include sheet metal roofs)			
Roofer-Journeyman	37.15	33.44	
Roofer-Foreman	42.70	38.43	

ROOFER
 Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER			Union
Sheet Metal-Journeyman	73.56	66.20	
Sheet Metal-Foreman	78.11	70.30	
Sheet Metal-General Foreman	82.66	74.39	

[SHEET METAL WORKER JOB DESCRIPTION](#)

ADD ZONE RATE
 In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 30 miles	\$0.00
Zone 2-31 to 50 miles	\$2.50
Zone 3-51 to 100 miles	\$3.50 (including Laughlin)
Zone 4-over 100 miles	\$5.00

SPRINKLER FITTER			Union
Sprinkler Fitter-Journeyman	59.57	53.61	
Sprinkler Fitter-Foreman	62.32	56.09	
Sprinkler Fitter-General Foreman	64.57	58.11	

SPRINKLER FITTER
 Includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

TAPER			
Taper	56.42	50.78	

[TAPER JOB DESCRIPTION](#)

TILE SETTER/TERRAZZO WORKER/MARBLE MASON			Union
Tile Setter/Terrazzo Worker/Marble Mason- Finisher	40.62	36.56	
Tile Setter	54.68	49.21	
Terrazzo Worker/Marble Mason	57.31	51.58	

[TILE SETTER/TERRAZZO WORKER/MARBLE MASON- FINISHER JOB DESCRIPTION](#)
[TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION](#)

ADD ZONE RATE
 In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, for jobs located over forty (40) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	\$0.00
41-50 Miles	\$3.75
51-70 Miles	\$5.00
Over 71 Miles	\$10.00

TRAFFIC BARRIER ERECTOR			Union
Traffic Barrier Erector	54.59	49.13	

TRAFFIC BARRIER ERECTOR, includes but is not limited to:
 Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

In addition to: TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 Miles	\$0.00
Zone 2-50 Miles and Over	\$3.75 including Laughlin area.

TRUCK DRIVER			
<u>SEE GROUP CLASSIFICATIONS</u>			Union
Group 1	56.02	50.42	
Group 2	56.12	50.51	
Group 3	56.33	50.70	
Group 4	56.51	50.86	
Group 5	56.66	50.99	
Group 6	57.01	51.31	

Foreman \$1.00 above highest paid journeyman supervised.											
<p>TRUCK DRIVER, includes but is not limited to: Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any)</p> <p>ADD ZONE RATE In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:</p> <table> <tr> <td>Zone 1-0 to 20 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-20 to 40 miles</td> <td>\$1.50</td> </tr> <tr> <td>Zone 3-40 to 60 miles</td> <td>\$2.50</td> </tr> <tr> <td>Zone 4-Over 60 miles</td> <td>\$3.50</td> </tr> </table>				Zone 1-0 to 20 miles	\$0.00	Zone 2-20 to 40 miles	\$1.50	Zone 3-40 to 60 miles	\$2.50	Zone 4-Over 60 miles	\$3.50
Zone 1-0 to 20 miles	\$0.00										
Zone 2-20 to 40 miles	\$1.50										
Zone 3-40 to 60 miles	\$2.50										
Zone 4-Over 60 miles	\$3.50										
WELL DRILLER			Non Union								
Well Driller	71.79	64.61									
<p>WELL DRILLER, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells; 2. Extending stabilizing jackscrews to support and level a drilling rig; 3. Installing water well pumps; 4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information. 											
EQUIPMENT GREASER (RACK)			Union								
Equipment Greaser (rack)	72.48	65.23									
<p>ADD ZONE RATE In addition to: EQUIPMENT GREASER (RACK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:</p> <table> <tr> <td>Zone 1-0 to 20 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-21 to 40 miles</td> <td>\$2.00</td> </tr> <tr> <td>Zone 3-41 to 60 miles</td> <td>\$3.00</td> </tr> <tr> <td>Zone 4-over 60 miles</td> <td>\$3.50</td> </tr> </table>				Zone 1-0 to 20 miles	\$0.00	Zone 2-21 to 40 miles	\$2.00	Zone 3-41 to 60 miles	\$3.00	Zone 4-over 60 miles	\$3.50
Zone 1-0 to 20 miles	\$0.00										
Zone 2-21 to 40 miles	\$2.00										
Zone 3-41 to 60 miles	\$3.00										
Zone 4-over 60 miles	\$3.50										
EQUIPMENT GREASER (GREASE TRUCK)			Union								
Equipment Greaser (grease truck)	75.07	67.56									
<p>ADD ZONE RATE In addition to: EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:</p> <table> <tr> <td>Zone 1-0 to 20 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-21 to 40 miles</td> <td>\$2.00</td> </tr> <tr> <td>Zone 3-41 to 60 miles</td> <td>\$3.00</td> </tr> <tr> <td>Zone 4-over 60 miles</td> <td>\$3.50</td> </tr> </table>				Zone 1-0 to 20 miles	\$0.00	Zone 2-21 to 40 miles	\$2.00	Zone 3-41 to 60 miles	\$3.00	Zone 4-over 60 miles	\$3.50
Zone 1-0 to 20 miles	\$0.00										
Zone 2-21 to 40 miles	\$2.00										
Zone 3-41 to 60 miles	\$3.00										
Zone 4-over 60 miles	\$3.50										

EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)			Union
Equipment Greaser (grease truck/multi-shift)	73.97	66.57	
ADD ZONE RATE In addition to: EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1-0 to 20 miles \$0.00 Zone 2-21 to 40 miles \$2.00 Zone 3-41 to 60 miles \$3.00 Zone 4-over 60 miles \$3.50			
TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)			Union
Tunnel, Equipment Greaser (grease truck)	74.69	67.22	
ADD ZONE RATE In addition to: TUNNEL, EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1-0 to 20 miles \$0.00 Zone 2-21 to 40 miles \$2.00 Zone 3-41 to 60 miles \$3.00 Zone 4-over 60 miles \$3.50			
FIELD SOILS AND MATERIAL TESTER			Union
Field Soils and Material Tester	72.19	64.97	
ADD ZONE RATE In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1-0 to 20 miles \$0.00 Zone 2-21 to 40 miles \$2.00 Zone 3-41 to 60 miles \$3.00 Zone 4-over 60 miles \$3.50			
FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)			Union
Field Asphaltic Concrete (soils and material tester)	72.19	64.97	
ADD ZONE RATE In addition to: FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1-0 to 20 miles \$0.00 Zone 2-21 to 40 miles \$2.00 Zone 3-41 to 60 miles \$3.00 Zone 4-over 60 miles \$3.50			

GROUP CLASSIFICATIONS

LABORER

Group 1

Construction Clean-Up
Dry packing of concrete & filling of form bolt holes
File grader, highway & street paving, airport runways & similar type heavy construction
Gas & oil pipeline laborer
Guinea chaser
Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)
Laborer, packing rod steel & pans
Laborer, temporary water lines (portable type)
Landscape gardener
Nurseryman
Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials
Underground laborer, including caisson bellows
Scaffold Erector (under 14 ft.)
Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)
Materials Handler – (incidental to trade)
Tool Crib
Light Crib
Light Tool Repairman
Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to follow the landscape plan.)
Mechanical Stabilized Earth Wall
Construction Clean Up
Certified Firewatch

Group 2

Asphalt raker, ironer, spreader, luteman
Buggymobile man
Cement dumper (on one yard or larger mixers & handling bulk cement)
Cesspool digger and installer
Chucktender (except tunnels)
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
Gas and oil wrapper, pot tender and form man
Making and caulking of all non-metallic pipe joints
Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
Operator of cement grinding machine
Riprap stonepaver
Roto-scraper
Sandblaster (pot tender)
Scaler
Septic tank digger and installer (lead man)

Tank scaler and cleaner
Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3

Cutting torch operator
Gas and oil pipeline wrapper
Gas and oil pipeline laborer, certified
Jackhammer and/or pavement breaker
Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile
Mudcutter
Concrete vibrator operator, all sizes
Rock slinger
Scaler (using bos'n chair or safety belt or power tools)
Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile.
Cement dumper (on one yard or larger mixers and handling bulk cement
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Decorative rock installer (ponds, waterfalls, etc.)
Shotcrete/gunite

Group 4

Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
Head rock slinger
Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
Sandblaster (nozzleman)
Steel header-board man

Group 5

Driller (core, diamond or wagon)
Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
Gas and oil pipeline fusion
Gas and oil pipeline wrappers, 6" pipe and over

Group 6

Miner and Bullgang

Group 7

Asbestos Abatement
Lead Abatement
Hazardous Waste Abatement
Petro-Chemical Abatement
Radiation Remediation
Microbial Remediation
\$.50 wage rate above group III when wearing protective suite or respirator
Employees shall be properly certified and/or licensed at time of dispatch.

OPERATING ENGINEER, includes but is not limited to:**Group 1**

Bargeman
Blade Operator Assistant
Brakeman
Compressor Operator
Ditch Witch, with seat or similar type equipment
Elevator Operator - inside
Engineer Oiler
Forklift Operator (under 5 Tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Pump Operator
Signalman
Steam Cleaner/Pressure Washer
Switchman

Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to ¾ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

Group 3

Asphalt-Rubber Blend Operator
Bobcat or similar type (Skid Steer)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4

Asphalt Plant Fireman
Backhoe Operator (Mini-Max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super
Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)

Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5

No current classification

Group 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Derrickman (Oilfield type)
Drilling Machine Operator, Bucket or Auger Types (Calweld 100
Bucket or similar types - Watson 1000 Auger or similar types -
Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)
Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, curb or gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System (below ground)
Pavement Breaker Operator (truck mounted)
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over $\frac{3}{4}$ yd. and up to and including $1\frac{1}{2}$ yds.)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar
types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator

Vacuum Blasting Machine Operator
Welder - General

Group 7

Welder - General (Multi-Shift)

Group 8

Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including $\frac{3}{4}$ yd.) Small Ford, Case or similar.
Cast in Place Pipe Laying Machine Operator
Combination Mixer and Compressor Operator (Guniting Work)
Compactor Operator - self propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator (Non Portable)
Drill Doctor
Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
Elevating Grader Operator
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman
Heavy Equipment Robotics Operator
Kalamazoo Balliste Regulator or similar type
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
PC 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Portable Crushing Plant Operator
Pumpcrete Gun Operator
Rock Drill or similar types
Rotary Drill Operator (excluding Caisson type)
Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over $1\frac{1}{2}$ yds. up to and including $6\frac{1}{2}$ yds.)
Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
Surface Heaters and Planer Operator

Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

Group 9

Heavy Duty Repairman (Multi-Shift)

Group 10

Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
Dual Drum Mixer
Heavy Duty Repairman-Welder Combination
Monorail Locomotive Operator (diesel, gas or electric)
Motor Patrol - Blade Operator (single engine)
Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
Pneumatic Pipe Ramming Tool and similar types
Pre-Stressed Wrapping Machine Operator (2 Operators required)
Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman
Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
Welder-Certified
Woods Mixer Operator (and similar Pugmill equipment)

Group 11

Dynamic Compactor LDC350 (or similar types)
Heavy Duty Repairman-Welder Combination (Multi-Shift)
Welder-Certified (Multi-Shift)

Group 12

Auto Grader Operator
Automatic Slip Form Operator
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
Hoe Ram or similar with Compressor
Mass Excavator Operator - Less than 750 cu. yds.
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engine)
Pipe Mobile Machine Operator
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)

Vermeer Rock Trencher (or similar type)

Group 13

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14

Canal Liner Operator (not less than four (4) employees - Operator, Oiler, Welder, Mechanic, Grade Checker required)

Canal Trimmer Operator

Remote Controlled Earth Moving Equipment Operator (no one (1)

Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar (\$1.00) per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour)

Group 15

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

Group 16

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 17

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Group 18

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

Group 19

Rotex Concrete Belt Operator (or similar types)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

Group 20

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
 Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 21

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Group 22

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
 Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)
 Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

Group 25

Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)
 Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDIVING AND HOISTING EQUIPMENT**Group 1**

Engineer Oiler
 Forklift Operator

Group 2

Truck Crane Oiler

Group 3

A-Frame or Winch Truck Operator
 Ross Carrier Operator (jobsite)

Group 4

Bridge-Type Unloader and Turntable Operator
 Helicopter Hoist Operator

Group 5

Hydraulic Boom Truck (Pitman)
Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)

Group 6

Bridge Crane Operator
Cretor Crane Operator
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator
Lift Slab Machine Operator (Vagtborg and similar types)
Material Hoist/Manlift Operator
Polar Gantry Crane Operator
Self Climbing Scaffold (or similar type)
Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Silent Piler
Tugger Hoist Operator (2 drum)

Group 7

Pedestal Crane Operator
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

Group 8

Crane Operator (up to and including 25 ton capacity)
Crawler Transporter Operator
Derrick Barge Operator (up to and including 25 ton capacity)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

Group 9

Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
Highline Cableway Operator
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)
K-Crane
Polar Crane Operator
Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).

Group 10

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)
Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Group 11

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton

M.R.C)
Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Tower Crane Operator and Tower Gantry

Group 12

Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)
Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)
Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Group 13

Crane Operator (over 300 tons)
Derrick Barge Operator (over 300 tons)
Helicopter Pilot
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS

Group 1

Chainman

Group 2

Rodman

Group 3

Instrument man

Group 4

Global Position Systems Chainman and Rodman
Hydrographic Engineering Technician I (Chainman)

Group 5

Party Chief

Group 6

E.D.M. or Fathometer Instrument man

Group 7

Certified Party Chief

Group 8

Hydrographic Engineer Party Chief

Group 9

Certified Hydrographic Engineer Party Chief
Global Position Systems Party Chief

Group 10

Chief of Parties
Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1

Heavy Duty Repairman Helper

Group 2

Skiploader (wheel type up to $\frac{3}{4}$ yd. without attachment)

Group 3

Power - Driver Jumbo Form Setter Operator

Group 4

Dinkey Locomotive or Motorman (up to and including 10 tons)

Group 5

Bit Sharpener

Equipment Greaser (Grease Truck)

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30 tons)

Welder - General

Group 6

Backhoe Operator (up to and including $\frac{3}{4}$ yd.) Small Ford, Case or similar

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd.)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Pneumatic Heading Shield (tunnel)

Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

Group 7

Heavy Duty Repairman-Welder Combination

Group 8

No current classification

Group 9

Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1

Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

Group 2

Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on jobsite used for transportation or more than sixteen (16) passengers), warehouse clerk.

Group 3

Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

Group 4

Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over) drivers of fuel and water trucks (6,000 gallon and over).

Group 5

Drivers of trucks and trailers in combination (six axles or more).

Group 6

All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

2018-2019 PREVAILING WAGE RATE

- AMENDMENT 3
- Classification – **SOIL TESTER (CERTIFIED) & SOILS AND MATERIALS TESTER**
- County – ALL COUNTIES
- Effective – October 1, 2018

The following represents the amended wage rates.

CARSON CITY

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	37.99	34.19	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	37.99	34.19	

CHURCHILL

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	38.24	34.42	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	38.24	34.42	

CLARK

CRAFT	RATE	NSHE or School District	Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	71.19	64.07	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	71.19	64.07	

ADD ZONE RATE

In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

DOUGLAS

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	42.83	38.55	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	42.83	38.55	

ELKO

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	43.10	38.79	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	43.10	38.79	

ESMERALDA

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	41.53	37.38	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	41.53	37.38	

EUREKA

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	36.46	32.81	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	36.46	32.81	

HUMBOLDT

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	44.34	39.91	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	44.34	39.91	

LANDER

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	44.34	39.91	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	44.34	39.91	

LINCOLN

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	36.46	32.81	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	36.46	32.81	

LYON

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	36.73	33.06	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	36.73	33.06	

MINERAL

CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	39.56	35.60	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	39.56	35.60	

NYE

CRAFT	RATE	NSHE or School District	Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	71.19	64.07	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	71.19	64.07	

ADD ZONE RATE

In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada.

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

PERSHING

CRAFT	RATE	Non Union
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		NSHE or School District
SOIL TESTER (CERTIFIED)		
Soil Tester (Certified)	38.89	35.00
SOILS AND MATERIALS TESTER		
Soils and Materials Tester	38.89	35.00

STOREY			
CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	33.49	30.14	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	33.49	30.14	

WASHOE			
CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	36.01	32.41	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	36.01	32.41	

WHITE PINE			
CRAFT	RATE	NSHE or School District	Non Union
SOIL TESTER (CERTIFIED)			
Soil Tester (Certified)	36.46	32.41	
SOILS AND MATERIALS TESTER			
Soils and Materials Tester	36.46	32.41	

2018-2019 PREVAILING WAGE RATE

- AMENDMENT 5
- Classification – Millwright *Zone Rate*
- County – All Counties
- Effective – October 1, 2018

The following represents the amended wage rates.

For Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe and White Pine Counties

ADD ZONE RATE

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from the County Courthouse in Reno, Nevada:

Zone 1-0 to 15 miles	\$0.00
Zone 2-15 to 35 miles	\$2.50
Zone 3-Over 35 miles	\$4.25

For Clark, Esmeralda, Lincoln and Nye Counties

ADD ZONE RATE

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated on road miles from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 20 miles	\$0.00
Zone 2-20 to 40 miles	\$2.50
Zone 3-Over 40 miles	\$4.25

EXHIBIT D
FEDERAL CONDITIONS

(See attached)



REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

Construction Contracts

Contractor(s) performing FTA-assisted projects under Regional Transportation Commission of Southern Nevada (RTC) must comply with all applicable Federal requirements.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies, "49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA-assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal

Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

3. ACCESS TO RECORDS

(a) The Contractor shall permit the authorized representatives of the RTC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract until the expiration of three years after final payment under this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the RTC, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, paper and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

4. FEDERAL CHANGES

Contractor shall comply at all times with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RTC and FTA, as they may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

5. CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex (including gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity (contracts over \$10,000) - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex (including gender identity), or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49

U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. Nondiscrimination - The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- e. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- f. RTC title VI Program Requirements.

In accordance with 49 CFR Part 21 and as described in the FTA Circular 4702.1B and upon request from RTC, the Contractor shall comply with the following reporting requirements. The Contractor is also responsible for ensuring compliance for each third-party contractor at any tier.

- a. Provide an Annual Title VI Certification and Assurance.
- b. Establish and maintain Title VI compliance procedures.
- c. Record Title VI investigations, complaints, and lawsuits.
- d. Provide meaningful access to Limited English Proficient Persons.
- e. Notify beneficiaries of protection under Title VI.
- f. Provide additional information upon request.
- g. Prepare and submit a Title VI Report.
- h. Guidance on conducting an Analysis of Construction Projects.
- i. Guidance on promoting Inclusive Public Participation.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)/ SMALL BUSINESS ENTERPRISES(SBE)

The following DBE requirements apply to the resulting contract of this solicitation:

- (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.
- (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

(c) DBE/SBE Goal.

A mandatory SBE contract goal of 6.2 % has been established for this contract. You may visit the Nevada Unified Certification Program website at <http://nevadadbe.com/website/index.php> for a database of federally certified DBE firms. All DBE-certified firms are also certified as SBEs.

- (d) Bidders are required to document sufficient SBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so. Good faith efforts will be evaluated as provided for in 49 CFR 26.53.
- (e) Award of this contract is conditioned on submission of the following concurrent with and accompanying the bid:
 - (i) The names and addresses of SBE firms that will participate in this contract;
 - (ii) A description of the work each SBE will perform;
 - (iii) The dollar amount of the participation of each SBE firm participating;

- (iv) Written documentation of the respondent's commitment to use a SBE subcontractor whose participation it submits to meet the contract goal;
 - (v) Written confirmation from the SBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - (vi) If the contract goal is not met, evidence of good faith efforts to do so.
- (f) Contractor is required to pay each subcontractor under this contract for satisfactory performance of its contracts no later than 30 days from receipt of each payment received by the prime contractor from RTC.

The prime contractor must return retainage payments to each subcontractor within 10 days after the subcontractors' work is satisfactorily completed.

If a prime contractor determines subcontractor work to be unsatisfactory, it must notify RTC's Liaison Officer immediately, in writing, and state the reasons. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

- (g) Contractor shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RTC written consent.
- (h) Contractor shall not terminate an SBE subcontractor listed in response to paragraph (e) of this section (or an approved substitute SBE firm) without RTC prior written consent.
- (i) Unless RTC consent is obtained, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed SBE.
- (j) Before submitting a request to terminate and/or substitute a SBE subcontractor, Contractor must give notice in writing to the SBE subcontractor, with a copy to RTC, of its intent to request to terminate and/or substitute, and the reason for the request.
- (k) Contractor must give the SBE five days to respond to Contractor's notice and advise RTC and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why RTC should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), RTC may approve a response period shorter than five days.
- (l) When an SBE subcontractor is terminated as provided in paragraph (f) above, or fails to complete its work on the contract for any reason, Contractor is required to make good faith efforts to find another SBE subcontractor to substitute for the original SBE. These good faith efforts shall be directed at finding another SBE to

perform at least the same amount of work under the contract as the SBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

(m) The successful bidder shall make available a copy of all subcontracts. All subcontracts or agreements must be performed in accordance with the above provisions.

(n) Contractor shall supply monthly reports of DBE/SBE participation in a form acceptable to RTC.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause RTC to be in violation of the FTA terms and conditions.

8. TERMINATION (contracts exceeding \$10,000)

If the Contractor refuses or fails to execute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, RTC may terminate this contract for default. RTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, RTC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to RTC resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by RTC in completing the work.

The Contractor's right to proceed shall not be terminated, nor shall the Contractor be

charged with damages, under this clause if:

- (a) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with RTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (b) The contractor, within [10] days from the beginning of any delay, notifies RTC in writing of the causes of delay. If in the judgment of RTC, the delay is excusable, the time for completing the work shall be extended. The judgment of RTC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of RTC.

9. SUSPENSION AND DEBARMENT (contracts over \$25,000)

Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB Guidelines for Agencies on Government-wide Suspension and Debarment (Non-Procurement)] and under DOT supervision thru Subtitle B, Part 1200 (Non-Procurement Debarment and Suspension) mandate that RTC (grantee), contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. The contract resulting from this procurement is a covered transaction for purposes of 2 CFR Part 180. RTC does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

10. BUY AMERICA REQUIREMENTS (contracts over \$150,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Proposals/bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. (See Form in Bid Documents)

11. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION (contracts over \$150,000)

RTC PROTEST PROCEDURES

Any Bidder may protest to the Owner the proposed award of a contract by the RTC Commission provided the Bidder complies with the procedure set forth below. The RTC Commission will not consider any appeal unless the Bidder complies with this procedure. In order for a bid protest to be considered by the Owner, it must be submitted by a Bidder in accordance with the procedures set forth herein. A protest which is submitted by a party which is not a Bidder, or which is not in accordance with the procedures shall not be considered by the Owner, and will be returned to the submitting party without any further action by the Owner.

Filing a Notice of Protest on a Bid

A Bidder may file a notice of protest with the Owner if:

It submitted a bid on a contract that was required to be advertised pursuant to NRS 332 or NRS 338; and

The bids were opened; and

Within the period specified by the Owner, the Bidder filed a notice of protest regarding the awarding of the contract;

The Bidder believes the applicable provisions of law were violated.

Notice of Protest Procedure

A notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated.

A Bidder filing a notice of protest is required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety

authorized to do business in this State or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

1. Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
2. Two Hundred Fifty Thousand Dollars

Protests must be submitted in writing within five business days after the bid opening date. Protests must be submitted to:

Regional Transportation Commission,
Attn: Manager, Purchasing & Contracts,
600 South Grand Central Parkway, Suite 350,
Las Vegas, Nevada 89106-4512.

All protests must be received at the appropriate Owner's address listed above during normal office hours.

Effect of Protests on Procurement Action

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the Owner on the protest.

A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Owner has made a determination of the protest and awarded the project.

The Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the bidder files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Owner in an amount equal to the

expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

Resolution of Protests

Upon receipt of a notice of protest, the Purchasing and Contracts department will notify General Counsel, the Assistant General Manager and the General Manager. Purchasing and Contracts will notify the protester in writing within two days after the receipt of the notice of protest that the protest is being considered. In the notification, Purchasing and Contracts will inform the protester of any additional information required for evaluation of the protest by the owner, and the protester will be given two days to provide the omitted or incomplete information, protest bond, or documentation in order for the protest to be further considered. If complete information is not received, Owner need not consider the protest any further.

After receipt of a complete notice of protest and protest bond or other security, Purchasing and Contracts will review protest for validity and will work with the protester, and any other interested party to resolve.

Absent resolution, staff will notify the General Manager, who will make a recommendation to the RTC commission of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protester and other parties, and the Owner's own investigation and analysis of what provisions of the law were violated.

If the protest is upheld, the Owner will take appropriate action to correct the procurement process and protect the rights of the protester, including re-solicitation, revised evaluation of bids, Owner determination or termination of the contract.

If the protest is denied, the Owner will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the contract.

A protester adversely affected by a bid protest decision by the RTC Commission may appeal such decision to the Eighth Judicial District Court of Nevada.

Federal Transit Administration Appeals

If the Owner procurement is funded by the Federal Transit Administration (FTA), the provisions of this section apply.

The initial protest must be reported or disclosed by the Owner to the FTA.

A protester adversely affected by a bid protest decision of the RTC Commission may submit a protest to the FTA in accordance with the provisions of FTA circular 4220.1F, or a currently in effect as of the date of the Owner's decision on the bid protest.

Under the provision of the FTA circular, FTA will only review protests regarding the alleged failure of the Owner to have written protest procedures or to have followed such protest procedures.

In accordance with the FTA circular, such protests must be filed no later than five days after a final decision is rendered under the Owner's protest procedure. In instances where the protester alleges that the RTC failed to make a final determination on the protest, protesters must file a protest with the FTA no later than five days after the protester knew or should have known of the Owner's failure to render a final determination of the protest.

Under the following conditions, the RTC may proceed with the procurement in spite of a pending protest to the FTA:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the RTC or the Federal Government.

In addition to, or as an alternative to a protest to the FTA, a protester adversely affected by a bid protest decision by the Commission may also appeal such decision to the Eighth Judicial District Court of Nevada.

12. LOBBYING (contracts over \$150,000)

Contractors shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying" (see bid documents). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to RTC.

13. CLEAN AIR REQUIREMENTS (contracts over \$150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. CLEAN WATER REQUIREMENTS (contracts over \$150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or

commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients (such as RTC) of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (contracts over \$2,000)

(a) Minimum Wages

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of

wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (5) (a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (c) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (e) Withholding - RTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the RTC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(f) Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (a) The contractor shall submit weekly for each week in which any contract

work is performed a copy of all payrolls to the RTC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (3) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during

working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(e) Apprentices and Trainees

(1) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

- (f) Compliance with Copeland Act Requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (g) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (h) Contract Termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and Related Act Requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
18. Contract Work Hours and Safety Standards (contracts over \$150,000) The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

(a) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages - RTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. BONDING REQUIREMENTS

Bid Bond Requirements (Construction over \$150,000)

(a) Bid Security

The Bidder shall submit the Bid Security with the Bid Proposal in the amount of five percent (5%) of the Base Bid pledging that the Bidder will within five (5) business days after issuance of a Notice of Award execute the RTC-Contractor Agreement as required by the Bid Documents. The Bid Security shall be in the form of the Bid Bond or, at the option of the Bidder, may be in the form of a cashier's check, certified check or money order provided the instrument is issued in the name of the Regional Transportation Commission of Southern Nevada as the payee. The check and money order must reflect the bid number of the Project. A Bid Bond issued by an individual as the surety is not acceptable to the RTC.

If the Bid Security is a Bid Bond, it shall be issued by a surety company acceptable to the RTC. The surety company must be licensed to issue the Bid Bond by the State of Nevada Insurance Division pursuant to NRS 683A.090. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix thereto a certified and current copy of his power of attorney.

(b) Required Bonds

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds:

1. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
2. Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the Contractor in the amount of 100% of the Contract Amount.
3. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

(b) Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the RTC. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

(c) Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under GC.7.B (Acceptable Surety) of the Contract, the RTC may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the RTC, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the RTC to any of the remedies set forth in Section GC.10 (Breach of Contract and Remedies) of the Contract.

Bid Security – A Bid Bond must be issued by a fully qualified surety company acceptable to RTC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described hereunder.

(d) Rights Reserved – In submitting this Bid, it is understood and agreed by bidder that the right is reserved by RTC to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of RTC.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of RTC, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of RTC's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by RTC as provided in item (a) above shall prove inadequate to fully recompense RTC for the damages occasioned by default, then the undersigned bidder agrees to indemnify RTC and pay over to RTC the difference between the bid security and

RTC's total damages, so as to make RTC whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on the bid form, other than that requested will render the bid unresponsive.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. RTC shall determine the amount of the advance payment bond necessary to protect RTC.

Warranty of the Work and Maintenance Bonds

- (a) The Contractor warrants to RTC, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by RTC, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- (b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period as specified in the bid documents and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to RTC. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to RTC written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

20. SEISMIC SAFETY (building construction)

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

21. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sections 6321 *et seq.*

22. RECYCLED PRODUCTS (applicable to procurement actions in excess of \$10,000 involving items designated by the EPA in their "Comprehensive Procurement Guideline for Products Containing Recovered Materials")

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

23. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE (ITS Projects)

To the extent applicable RTC, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *FR* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

24. ADA ACCESS

Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, which prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities.

Contractor agrees to comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

Design and Construction Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

25. VETERANS PREFERENCE

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that Contractor and each of its Subcontractors:

- (1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: APPROVE AMENDMENT		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 01 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 \$260,000.00, FOR THE PERIOD OF FEBRUARY 14, 2019 THROUGH MAY 31, 2020, 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 \$140,833.37 are budgeted and available in the Administrative Fund for Fiscal Year 2019. Funds will be budgeted in the same fund in future fiscal years. The Nevada Department of Transportation is funding the not-to-exceed amount of \$260,000.00.

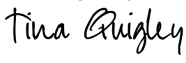
BACKGROUND:

On May 24, 2018, the Regional Transportation Commission of Southern Nevada (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.

The RTC and the Nevada Department of Transportation wish 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 18-086IL to set the terms of the collaboration and provide for additional funding.

This recommendation is to approve Amendment No. 1 to add \$260,000.00 to the contract. The revised total contract not-to-exceed amount is \$1,039,900.00. Staff recommends approval.

Respectfully submitted,

DocuSigned by:

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TINA QUIGLEY
General Manager

cdc

**RTC Item #32
February 14, 2019
Consent**



**AMENDMENT NO. 1
CONTRACT 18-086
WAYCARE ARTIFICIAL INTELLIGENCE
SYSTEM FOR TRAFFIC SAFETY AND
TRAFFIC FLOW OPTIMIZATION**

This Amendment No. 01 is made and entered into as of the 14th day of FEBRUARY, 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”); and

WHEREAS, the Parties desire to amend the Contract to add funds for additional services required by the Nevada Department of Transportation.

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

1. B-3 PRICES/COSTS/DELIVERABLES, paragraph (b)
Amend the not-to-exceed amount for the base contract term, May 24, 2018 through May 31, 2020, from one \$779,900.00 to \$1,039,900.00.

2. EXHIBIT A – SCOPE OF SERVICES
Add the NDOT Waycare Artificial Intelligence System for Traffic Safety and Traffic Flow Optimization scope of services as outlined in the attached Attachment A.

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.

SIGNATURE PAGE FOLLOWS

ATTACHMENT A - 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 crowdsource 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.

Road Incidents	NDOT	(Mandatory)
Road Sensors	NDOT	(Mandatory)
Construction	NDOT	NDeX (NDOT)
Infrastructure Projects (e.g. work orders)	NDOT	NDeX (NDOT)
Dynamic/Variable Message Signs	-	NDeX (NDOT)
Snow Plow Activity	-	NDOT
Enforcement Activities – including NHP & FSP Locations	-	DPS/ Waycare
Signals Traffic	-	RTC

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](#).



VII. Project Costs

Actual project shall cost not to exceed Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00), to be paid in installments of Twenty-One Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$21,666.66) for the first (1st) month and Ten Thousand Eight Hundred Thirty-Three and 33/100 Dollars (\$10,833.33) for the remaining fifteen (15) months. The remaining Seventy-Five Thousand Eight-Hundred Thirty-Three and 39/100 Dollars (\$75,833.39) shall be used for the NDOT Maintenance Crew platform system. For more information refer to Section II - Project Deliverables.

Primary Task Items	State FY19	State FY20	Sum
Capital Cost for the Maintenance Crew Platform System	\$75,833.39	-	\$75,833.39
Operational Cost for the ROC, FSP, and Maintenance Crew Platform Systems	\$64,999.98	\$119,166.63	\$184,166.61
Total Cost	\$140,833.37	\$119,166.63	\$260,000.00

February-19	\$21,666.66
March-19	\$10,833.33
April-19	\$10,833.33
May-19	\$10,833.33
June-19	\$86,666.72
Sum FY19	\$140,833.37

July-19	\$10,833.33
August-19	\$10,833.33
September-19	\$10,833.33
October-19	\$10,833.33
November-19	\$10,833.33
December-19	\$10,833.33
January-20	\$10,833.33
February-20	\$10,833.33
March-20	\$10,833.33
April-20	\$10,833.33
May-20	\$10,833.33
Sum FY20	\$119,166.63

Sum FY19 & FY20	\$260,000.00
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**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: APPROVE INTERLOCAL AGREEMENT		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE INTERLOCAL AGREEMENT 18-086IL (NDOT AGREEMENT NUMBER P073-19-016), WAYCARE ARTIFICIAL INTELLIGENCE SYSTEM FOR TRAFFIC SAFETY AND TRAFFIC FLOW OPTIMIZATION, BETWEEN THE RTC AND THE STATE OF NEVADA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION (NDOT), IN THE NOT-TO-EXCEED AMOUNT OF \$260,000.00 FOR THE PERIOD OF FEBRUARY 14, 2019 THROUGH MAY 31, 2020, WITH THREE ONE-YEAR RENEWAL OPTIONS, PURSUANT TO NEVADA REVISED STATUTE 277.180, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AGREEMENT OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)		
GOAL: INCREASE SAFETY FOR BOTH MOTORIZED AND NON-MOTORIZED USERS		

FISCAL IMPACT:

The Nevada Department of Transportation is funding this Interlocal Agreement one hundred percent (100%) with Capital Improvements funds. The not-to-exceed funding amount is \$260,000.00.

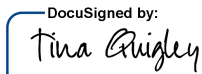
BACKGROUND:

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.

The RTC and NDOT wish 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.

This item will approve an Interlocal Agreement for the period of February 14, 2019 through May 31, 2020, with three one-year renewal options, for a base term not-to-exceed amount of \$260,000.00. Nevada Revised Statute 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. Staff recommends approval.

Respectfully submitted,

DocuSigned by:

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TINA QUIGLEY
General Manager

**RTC Item #33
February 14, 2019
Consent**

INTERLOCAL AGREEMENT

This Agreement, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Regional Transportation Commission of Southern Nevada located at 600 South Grand Central Parkway, Las Vegas, Nevada, hereinafter called the "RTC". Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, 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, this Agreement will enable the DEPARTMENT to utilize 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, hereinafter called the "PROJECT"; and

WHEREAS, the PROJECT will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the RTC is willing and able to perform the services described herein.

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

ARTICLE I - RTC AGREES

1. To enable the DEPARTMENT to utilize the Waycare predictive analysis platform system in accordance with Attachment A - Scope of Services, attached hereto and incorporated herein.

2. To invoice the DEPARTMENT for actual PROJECT costs not to exceed Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00), to be paid in installments of Twenty-One Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$21,666.66) for the first month and Ten Thousand Eight Hundred Thirty-Three and 33/100 Dollars (\$10,833.33) for the remaining fifteen (15) months. The remaining Seventy-Five Thousand Eight-Hundred Thirty-Three and 39/100 Dollars (\$75,833.39) shall be reserved as contingency for DEPARTMENT-approved system enhancements, system support, and additional on-site training sessions.

3. The RTC shall, at its own expense, obtain and pay for all licenses, permits, and/or fees and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any

manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, licensing laws, and regulations.

ARTICLE II - DEPARTMENT AGREES

1. To fund one hundred percent (100%) of the PROJECT with Capital Improvement funds, estimated to be and not to exceed Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00).

2. To establish and maintain a budget for the PROJECT. This budget will be maintained by the Traffic Operation Division of the DEPARTMENT, and all invoices shall be submitted to the Traffic Operations Division for approval and reimbursement.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including May 31, 2020, unless a change extending the term is further agreed to by written amendment, signed by all parties to this Agreement, and approved by appropriate official action of the governing body of the DEPARTMENT prior to such term expiration date.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

3. This Agreement may be terminated by either Party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either Party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT:

Rudy Malfabon, P.E., Director
Attn.: Desnise M. Inda, P.E., Chief Traffic Ops Engineer
Nevada Department of Transportation
Division: Traffic Operations
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7080
Fax: 775-888-7090
E-mail: dinda@dot.nv.gov

FOR RTC:

Tina Quigley, General Manager
Attn: Brian Hoeft, Director of FAST RTC of
Southern Nevada
600 S. Grand Central Parkway, Suite 350
Las Vegas, NV 89106-4512
Phone: 702-432-5306
Fax: 702-432-5302
E-mail: hoeftb@rtcsonv.com

5. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

6. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages, and the prevailing Party's reasonable attorney's fees and costs.

7. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

8. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

9. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other Party within thirty (30) calendar days of the indemnified Party's notice of actual or pending claim or cause of action. The indemnifying Party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified Party due to said Party exercising its right to participate with legal counsel.

10. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

11. Failure to declare a breach or the actual waiver of any breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach, including another breach of the same provision.

12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

13. Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

14. Except as otherwise provided by this Agreement, all or any property presently owned by either Party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the Parties during the course of this Agreement.

15. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a record is confidential by law or a common law balancing of interests.

16. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement.

17. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

18. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

19. Any alteration considered extra work shall be addressed through a written amendment to this Agreement. The amount and payment for extra work, as well as designation of responsibility for payment of such work, shall be specified in such amendment.

20. Any recipient or subrecipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

21. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

22. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

23. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations,

discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Regional Transportation Commission
of Southern Nevada

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Randy Mayhew
C4C7CE5CD584445...

Name and Title (Print)

Approved as to Legality and Form:

Attest:

DocuSigned by:
Lou Holland
524781170C844C7... ey General

Name and Title (Print)

Approved as to Form:

DocuSigned by:
Greg Gilbert
0E6FC22BB31D4A3

Attorney
Greg Gilbert

ATTACHMENT A - 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 crowdsource 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.

Road Incidents	NDOT	(Mandatory)
Road Sensors	NDOT	(Mandatory)
Construction	NDOT	NDeX (NDOT)
Infrastructure Projects (e.g. work orders)	NDOT	NDeX (NDOT)
Dynamic/Variable Message Signs	-	NDeX (NDOT)
Snow Plow Activity	-	NDOT
Enforcement Activities – including NHP & FSP Locations	-	DPS/ Waycare
Signals Traffic	-	RTC

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 | 6. Zubie |
| 2. Weather Underground | 7. Greenroad |
| 3. Climacell | 8. TrafficCast |
| 4. TicketMaster | 9. Inrix |
| 5. Geotab | 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](#).



VII. Project Costs

Actual project shall cost not to exceed Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00), to be paid in installments of Twenty-One Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$21,666.66) for the first (1st) month and Ten Thousand Eight Hundred Thirty-Three and 33/100 Dollars (\$10,833.33) for the remaining fifteen (15) months. The remaining Seventy-Five Thousand Eight-Hundred Thirty-Three and 39/100 Dollars (\$75,833.39) shall be used for the NDOT Maintenance Crew platform system. For more information refer to Section II - Project Deliverables.

Primary Task Items	State FY19	State FY20	Sum
Capital Cost for the Maintenance Crew Platform System	\$75,833.39	-	\$75,833.39
Operational Cost for the ROC, FSP, and Maintenance Crew Platform Systems	\$64,999.98	\$119,166.63	\$184,166.61
Total Cost	\$140,833.37	\$119,166.63	\$260,000.00

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January-20	\$10,833.33
February-20	\$10,833.33
March-20	\$10,833.33
April-20	\$10,833.33
May-20	\$10,833.33
Sum FY20	\$119,166.63

Sum FY19 & FY20	\$260,000.00
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**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: APPROVE CONTRACT		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE A RECOMMENDATION FROM THE EVALUATION COMMITTEE TO SELECT AND AWARD CONTRACT NO. 19-011, STADIUM DISTRICT TRANSPORTATION PLAN, TO ATKINS NORTH AMERICA, INC. IN THE AMOUNT NOT-TO-EXCEED \$179,836.40 FOR 12 MONTHS FROM NOTICE TO PROCEED, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT; OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)		
GOAL: ENHANCE MOBILITY BY IMPROVING TRANSPORTATION CHOICES AND FACILITATING MULTI-MODAL CONNECTIVITY		

FISCAL IMPACT:

Funds are budgeted and available in the Administrative Fund for Fiscal Year (FY) 2019. Remaining funds will be budgeted in the same fund for FY 2020. Of the total contract amount, 95 percent will be reimbursed from federal Nevada Department of Transportation funds with a five percent local match.

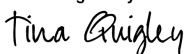
BACKGROUND:

On November 6, 2018, the Regional Transportation Commission of Southern Nevada (RTC) issued Request for Proposals (RFP) No. 19-011, Stadium District Transportation Plan. An evaluation committee comprised of internal and external evaluators completed the review and scoring of all responsive and responsible proposals. The evaluation committee ranked Atkins North America, Inc. (Atkins) as the top rated firm. The firms ranked as follows: (1) Atkins North America, Inc.; (2) Wood Rodgers, Inc.; (T-3) IBI Group, A California Partnership; and (T-3) Stantec Consulting Services, Inc.

As a result, staff has negotiated a contract with Atkins North America, Inc. (Atkins). The objective of this project is for Atkins to create a transportation plan for an area of approximately 1.23 square miles around an approved 65,000 seat NFL Stadium.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

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TINA QUIGLEY
General Manager

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**RTC Item #34
February 14, 2019
Consent**



**CONTRACT NO. 19-011
STADIUM DISTRICT TRANSPORTATION PLAN**

**FIRM: ATKINS NORTH AMERICA, INC.
2270 CORPORATE CIRCLE, SUITE 200
HENDERSON, NEVADA 89074**

**HARSHAL DESAI
Vice President
Harshal.Desai@atkinsglobal.com**

CONTRACT NO: 19-011
STADIUM DISTRICT TRANSPORTATION PLAN

This Contract is made and entered into this **14th day of February, 2019**, by and between Regional Transportation Commission of Southern Nevada (hereinafter referred to as “RTC”), having its principal office located at 600 South Grand Central Parkway, Las Vegas, Nevada 89106-4512, and Atkins North America, Inc. (hereinafter referred to as “Consultant”), incorporated in the state of Florida, having its principal office located at 2270 Corporate Circle, Suite 200, Henderson, Nevada 89074-7755 for Multimodal Transportation Corridor Planning Services for the Stadium District Transportation Plan hereinafter referred to as “Project”).

RECITALS:

WHEREAS, the RTC conducted a competitive procurement process per Request for Proposals No. 19-011, to select a non-exclusive provider to perform Multimodal Transportation Corridor Planning services;

WHEREAS, pursuant to that process, the RTC selected the Consultant to provide such services for the Stadium District Transportation Plan project; and

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

WHEREAS, the Consultant has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract;

WHEREAS, the Consultant has the personnel and resources necessary to accomplish the Project within the required schedule and with a project budget allowance not-to-exceed **\$179,836.40 (One hundred seventy-nine thousand, eight hundred thirty-six dollars and forty cents)** including all fees for time and labor for salaries, overhead, materials, equipment, licenses, direct non-salary expenses incurred by the Consultant, plus actual approved subconsultant costs.

NOW THEREFORE, in consideration of the mutual promises hereinafter given, it is mutually agreed by and between the Consultant and the RTC as follows:

SECTION A – CONTRACT FORM

The subject matter of this Contract is the provision of Multimodal Transportation Corridor Planning services.

SECTION B – BASIC TERMS

B-1 DEFINITIONS

The following definitions apply to this Contract:

- (a) “*Award Date*” means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the RTC.
- (b) “*Consultant*” means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (c) “*Consultant Representative*” means the individual authorized to act on behalf of the Consultant regarding routine matters arising under or relating to this Contract.
- (d) “*Contract*” means this document, consisting of Sections A through F, which is binding and effective only upon execution by the RTC.
- (e) “*Contract Documents*” means the following documents which collectively constitute the obligations of the Contractor: (1) this Contract and the attachments hereto; (2) the Request for Proposals (RFP) No. 19-011 and any addenda thereto; and (3) the Consultant’s proposal in response to the RFP, including its Best and Final offer or clarifications (if any).
- (f) “*Contract Technical Representative*” means the RTC representative who is responsible for the coordination of Contract performance between the RTC and the Consultant.
- (g) “*Deliverable*” means any report, software, hardware, data, documentation, or other tangible item or event that the Consultant is required to provide or perform to the RTC under the terms of the Contract.
- (h) “*Non-exclusive Contract*” means a Contract under which the RTC agrees to obtain some, but not necessarily all, of the RTC’s requirements for a particular service.
- (i) “*RTC*” means the Regional Transportation Commission of Southern Nevada.
- (j) “*RTC Commission*” means the governing body of the Regional Transportation Commission of Southern Nevada.

B-2 CONTRACT TYPE

The Contract type is not-to-exceed. This is a Non-exclusive Contract.

B-3 PRICES/COSTS/DELIVERABLES

(a) Prices/Costs/Deliverables Schedule

The Consultant will invoice the RTC in accordance with the payment and deliverables schedule specified in attached **Exhibit B, Prices/Costs/Deliverables Schedule**. The RTC’s obligation to pay Consultant cannot exceed the specified amount(s). It is expressly understood that the entire work defined in **Exhibit A** must be completed by the Consultant and it shall be the Consultant's responsibility to ensure that hours and tasks are properly budgeted so the entire project is completed for the specified amount(s).

- (b) The not-to-exceed amount for this contract is **\$179,836.40 (One hundred seventy-nine thousand, eight hundred thirty-six dollars and forty cents)** for the entire project.

B-4 INVOICES

- (a) The Consultant shall submit an invoice to the RTC in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs/Deliverables) above and must be accompanied by backup material. The Consultant shall furnish invoices upon completion of each task. The RTC shall pay the invoiced amount within 30 calendar days after the date of receipt of a correct invoice. All invoices should identify the following items:

1. The date of the invoice;
2. Consultant name;
3. Complete address (including street, city, state and zip code);
4. Telephone number;
5. Contact person;
6. Itemized description of services performed and/or products delivered (including quantities) or services rendered (including performance dates covered), referencing the contract item;
7. Copies of subcontractor invoices
8. Itemized pricing and total amount due (excluding Sales and Use Tax);
9. the associated RTC purchase order number;
10. Consultant's Tax Identification Number;
11. RTC Contract Number
12. Percentage Discount/Payment Terms (if offered);
13. Copy of the progress report, signed/approved by RTC's Contract Technical Representative, if applicable; and
14. Consultant's invoice number.

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 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 and continue for 12 (twelve) months from the Notice to Proceed, unless extended through mutual written agreement by both parties.
- (c) Contract Renewals – *Not used*
- (d) Delivery Schedule The Consultant shall provide services in accordance with the deliverables schedule specified in attached Exhibit B (Prices/Costs/Deliverables Schedule).

SECTION C – SCOPE OF SERVICES

C-1 SCOPE OF SERVICES

The Consultant shall provide the materials, equipment, products and labor to accomplish produce and deliver the products and services specified in **Exhibit A**. The Consultant shall not provide services beyond the scope of this Contract unless those services and compensation for those services have been defined in an approved amendment to this Contract.

SECTION D – SPECIAL CONDITIONS

D-1 LEGAL NOTICE

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:
1. received by the party to whom it is directed by hand delivery or personal service, or
 2. transmitted by facsimile with confirmation of transmission, or
 3. sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE RTC:
Regional Transportation Commission of Southern Nevada
Manager, Purchasing and Contracts
600 Grand Central Parkway
Las Vegas, Nevada 89106-4512
Fax: (702) 676-1588

FOR THE CONSULTANT:
Atkins North America, Inc.
Harshal Desai, PE
2270 Corporate Circle, Suite 200
Henderson, NV 89074-7755
Fax: (702) 263-7200

- (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:

Rush Wickes
Senior Transportation Planner
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway, Suite 350
Las Vegas, NV 89106
WickesR@rtcsonv.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:

Danja Petro, PE, PTP, PTOE
Project Manager
Atkins North America, Inc.
2270 Corporate Circle, Suite 200
Henderson, NV 89074-7755
Danja.Petro@atkinsglobal.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 – Not Used

D-4 RTC SUPPLIER IDENTIFICATION BADGES – Not Used**D-5 CONSULTANT KEYS TO FACILITY – Not Used****D-6 REPRESENTATION**

- (a) Services: The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct, or revise any errors or deficiencies in the Work (as defined in Scope of Services) or services provided, that are discovered within a twelve-month period of final completion of Work. 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.

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 Representations, or limitations on damages inconsistent with the Representations contained herein shall be effective for any purpose. No Representation 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

This project is funded in part by federal funds. Therefore, the Federal Conditions in **Exhibit E** to the RTC-Contractor Agreement apply. Proponents shall complete all certifications in the Federal Conditions and submit them with their Proposal. **The failure of the Proponent to complete the Federal Certifications (Exhibit E to the RTC-Contractor Agreement) shall result in the rejection of the proposal as being non-responsive.**

D-13 PRICE ADJUSTMENT REQUESTS - Not Used

D-14 SURVIVAL

The terms and conditions of this Contract regarding confidentiality, payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Contract survive and continue in effect.

D-15 ORDER OF PRECEDENCE

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

In the event of a conflict between the Contract and or the Contract Documents the following order of preference shall Prevail: (1) this Contract and the attachments thereto; (2) Request for Proposals (RFP) No. 15-056 and any addenda thereto; and (3) the Contractors proposal in response to RFP No. 15-056, including its Best and Final Offer or Clarifications, if any.

SECTION E – GENERAL PROVISIONS

E-1 DISPUTES

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the RTC is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Consultant, the Consultant shall notify the RTC of its intent to proceed further with the claim or dispute, and in response thereto, the RTC shall notify the Consultant as to its selected forum for resolution. For any and all claims or disputes asserted by the RTC, the RTC shall notify the Consultant in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the RTC as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the RTC and the venue for purposes of any litigation or arbitration shall be in a competent jurisdiction in Clark County, Nevada. If litigation is required as a result of this Contract, the prevailing party will be entitled to its reasonable costs and attorney fees.
- (d) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Consultant shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase or decrease in time, labor, materials and fees. If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Consultant shall immediately report the same in writing to RTC who will issue such instructions as may be necessary.

E-2 NOTICE OF DELAY

Should the timely performance of this Contract be jeopardized by the non-availability of RTC provided personnel, data, or equipment, the Consultant immediately shall notify the RTC in writing of the facts and circumstances that are contributing to such delay however, such notice shall not relieve the Consultant from any existing obligations regarding performance or delivery.

Upon receipt of this notification, the RTC will advise the Consultant in writing of the action which will be taken to remedy the situation.

E-3 SUSPENSION

RTC may suspend performance by Consultant under this Contract for such period of time as RTC, at its sole discretion, may prescribe by providing written notice to Consultant at least 10 working days prior to the date on which RTC wishes to suspend. Upon such suspension, RTC shall pay Consultant its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. Consultant shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from RTC to resume performance. In the event RTC suspends performance by Consultant for any cause other than the error or omission of the Consultant, for an aggregate period in excess of 30 days, Consultant shall be entitled to an equitable adjustment of the compensation payable to Consultant under this Contract to reimburse Consultant for additional costs occasioned as a result of such suspension of performance by RTC based on appropriated funds and approval by the RTC.

E-4 TERMINATION FOR CONVENIENCE

The RTC shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). After receipt of a notice of termination, and except as otherwise directed by the RTC, the Consultant shall:

- (a) Stop work under said contract on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under said contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- (d) Assign to the RTC in the manner, at the times, and to the extent directed by the RTC, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the RTC shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent the RTC may require;
- (f) Transfer title to the RTC and deliver in the manner, at the times, and to the extent, if any, directed by the RTC the fabricated or unfabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if said contract had been completed, would have been required to be furnished to the RTC;

- (g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the RTC, any property of the types referred to above; provided, however, that the Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the RTC, and provided further that the proceeds of any such transfer or disposition shall be applied in the reduction of any payments to be made by the RTC to the Consultant under said contract or shall otherwise be credited to the price or cost of the work covered by said contract or paid in such other manner as the RTC may direct;
- (h) Complete performance of such part of the work as shall not have been terminated by the notice of termination;
- (i) Take such action as may be necessary, or as the RTC may direct, for the protection or preservation of the property related to said contract which is in the possession of the Consultant and in which the RTC has or may acquire an interest; and
- (j) Shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the RTC. In the event of such termination, the RTC agrees to pay the Consultant within 30 days after receipt of a correct, adequately documented written request approved by the RTC. The RTC's sole liability under this paragraph is for payment of the costs for the services requested by the RTC and actually performed by the Consultant.

Settlement of claims by the Consultant or recoveries by the RTC under this termination for convenience clause shall be in accordance with the legal rights and liabilities of the parties to said contract.

E-5 TERMINATION FOR DEFAULT

- (a) The RTC may, by written notice of default to the Consultant, terminate this Contract in whole or in part if the Consultant fails to:
 - 1. Perform the services under **Exhibit A Scope of Services**, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
 - 2. Make progress, so as to endanger performance of this Contract; or
 - 3. Perform any of the other provisions of this Contract.
- (b) The RTC's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Consultant does not cure such failure within ten calendar days (or more if authorized by the RTC) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.
- (c) If said contract is terminated in whole or in part for default, the RTC may procure, upon

such terms and in such manner as the RTC may deem appropriate, similar services to that so terminated. The Consultant shall be liable to the RTC for costs associated with the termination of this Contract, the procurement of replacement services by the RTC, any excess costs of such similar supplies or services, and any increase in the total agreement costs or the hourly rate as a result of the re-procurement of services from the date of termination to the expiration date of the original Contract, and shall continue the performance of said contract to the extent not terminated under the provisions of this clause.

- (d) Except as otherwise provided, settlement of claims by the Consultant under this termination Section shall be in accordance to the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 calendar days following commencement thereof.
- (f) The RTC retains the right to terminate for default immediately should the Consultant fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) RTC reserves the right to cancel the Contract upon 30 calendar days' written notice with good cause.

E-6 CANCELLATION OF CONTRACT

In any of the following cases, the RTC shall have the right to cancel this Contract without expense to the RTC:

- (a) the Consultant is guilty of misrepresentation;
- (b) this Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or
- (c) this Contract conflicts with any statutory or constitutional provision of the State of Nevada or the United States. This Section shall not be construed to limit the RTC's right to terminate this Contract for convenience or default.

E-7 INSURANCE

The Consultant shall procure and maintain, at its own expense, during the entire term of the Contract, the coverage(s) specified in Exhibit C.

E-8 INDEMNIFICATION

1. INDEMNITY. CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS AND, AT REGIONAL TRANSPORTATION COMMISSION'S OPTION, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO RTC) RTC, THIRD PARTY BENEFICIARIES (AS DEFINED IN SECTION[]), AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, PARENT COMPANIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS, HEIRS, ADMINISTRATORS, AND PERSONAL REPRESENTATIVES (COLLECTIVELY, "RTC INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES), LAWSUITS, OTHER PROCEEDINGS, CAUSES OF ACTION, LIABILITIES, CLAIMS OF LIEN, LIENS, CIVIL OR CRIMINAL PENALTIES AND CHARGES, OTHER COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S AND EXPERTS' FEES AND COSTS, WHETHER OR NOT SUIT IS FILED) (COLLECTIVELY, "ACTIONS"), CAUSED IN WHOLE OR IN PART BY, RELATES TO OR ARISES OUT OF OR IS INCIDENT TO: PROPERTY DAMAGE; PERSONAL INJURIES; EMOTIONAL OR BODILY INJURY OR DEATH; CLAIMS RESULTING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT; OR ANY INTENTIONAL TORTIOUS MISCONDUCT OR NEGLIGENT ACT, OMISSION OR ERROR OF THE CONSULTANT OR ANY OF THE SUB-CONSULTANTS RETAINED BY CONSULTANT OR THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OR CONDUCT OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT, PROVIDED THAT THE INDEMNITY AND DEFENSE OBLIGATION OF CONSULTANT SET FORTH IN THIS SECTION 1 SHALL NOT APPLY TO CLAIMS FOR PROFESSIONAL NEGLIGENCE ACTIONS ARISING OUT OF THE CONSULTANT'S PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, WHICH ACTIONS ARE COVERED BY SECTION 3 BELOW, AND PROVIDED FURTHER, THAT CONSULTANT SHALL NOT BE LIABLE HEREUNDER TO THE EXTENT THAT THE ACTION IS CAUSED BY THE SOLE NEGLIGENCE OF THE RTC AND OR THE RTC INDEMNITEES IN ACCORDANCE WITH APPLICABLE LAW REGARDING COMPARATIVE NEGLIGENCE. CONSULTANT SHALL BE REQUIRED TO NOTIFY RTC WITHIN 48 HOURS OF BECOMING AWARE OF ANY ACTIONS THAT RESULTS FROM THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

2. MECHANIC LIEN INDEMNIFICATION. CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS AND, AT RTC'S OPTION, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO RTC) THE RTC INDEMNITEES FROM ANY CLAIMS OR MECHANIC'S LIENS BROUGHT AGAINST RTC INDEMNITEES OR AGAINST THE PROJECT BY ANY OF CONSULTANT'S SUB-CONSULTANTS AS A RESULT OF THE FAILURE OF CONSULTANT, OR THOSE FOR WHOSE ACTS IT IS RESPONSIBLE, TO PAY FOR ANY SERVICES, MATERIALS, LABOR, EQUIPMENT, TAXES OR OTHER ITEMS OR OBLIGATIONS FURNISHED OR

INCURRED FOR OR IN CONNECTION WITH THE SERVICES OR THE PROJECT FOR WHICH CONSULTANT IS ACTUALLY PAID BY RTC. WITHIN THREE (3) DAYS OF RECEIVING WRITTEN NOTICE FROM RTC THAT SUCH A CLAIM OR MECHANIC'S LIEN HAS BEEN FILED, CONSULTANT SHALL COMMENCE TO TAKE THE STEPS NECESSARY TO DISCHARGE SAID CLAIM OR LIEN, INCLUDING, IF NECESSARY, THE FURNISHING OF A MECHANIC'S LIEN BOND. IF CONSULTANT FAILS TO DO SO, RTC WILL HAVE THE RIGHT TO DISCHARGE THE CLAIM OR LIEN AND HOLD CONSULTANT LIABLE FOR COSTS AND EXPENSES INCURRED, INCLUDING ATTORNEYS' FEES AND ANY BOND PREMIUMS.

3. PROFESSIONAL NEGLIGENCE INDEMNIFICATION. CONSULTANT SHALL REIMBURSE AND INDEMNIFY AND HOLD HARMLESS THE RTC INDEMNITEES FROM AND AGAINST ANY AND ALL ACTIONS ARISING OUT OF OR INCIDENT TO CONSULTANT'S PROFESSIONAL NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE HEREUNDER TO THE EXTENT THE ACTION IS CAUSED BY THE NEGLIGENCE OF THE RTC OR AN RTC INDEMNITEE. THE INDEMNIFICATION OBLIGATIONS PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT SHALL NOT BE CONSTRUED AS BEING FOR THE BENEFIT OF ANY CONTRACTORS, SUB-CONSULTANTS OR MATERIAL SUPPLIERS.
4. Indemnification Not Limited by Worker's Compensation; Disability Benefits Act. Any Actions brought against any RTC Indemnitee by an employee of Consultant or anyone directly or indirectly employed by it or anyone for whose acts it may be liable are included in the indemnification obligations imposed upon Consultant under **Section 1** above and shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by, or on behalf of, Consultant under any Worker's Compensation laws, Disability Benefits Acts or any other employee benefit provided by this Agreement or by Law.
5. Corporate Entity Liability. It is intended by the Parties to this Agreement that Consultant's services and RTC's performance in connection with the Project shall not subject either Party's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Parties agree that any claim, demand or suit shall be directed and/or asserted only against RTC or Consultant, and not against any of the RTC's or Consultant's individual employees, officers or directors. Notwithstanding the above waiver, RTC shall be allowed to name Consultant's employees, officers or directors to the extent liability arises from an individual's reckless or intentional acts.
6. Timing of Obligations. Consultant's obligations to indemnify, defend and hold harmless RTC Indemnitees from and against Actions shall arise at the time the Action becomes known by RTC Indemnitees or Consultant, whichever occurs sooner.

E-9 PATENT INDEMNITY

The Consultant shall advise the RTC of any impending patent suit and provide all information available. The Consultant shall defend any suit or proceeding brought against the RTC based on a claim that any product, or any part thereof, furnished under this Contract, constitutes an infringement of any patent; and, the Consultant shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said product, or any part thereof, is in such suit held to constitute infringement and use of said product or parts is enjoined, the Consultant shall, at its own expense and at its option, either procure for the RTC the right to continue using said product or part, or replace same with non-infringing product, or modify it so it becomes non-infringing.

E-10 SUCCESSORS AND ASSIGNS

The RTC and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party nor shall the Consultant assign any money due or to become due without the prior written consent of the RTC, except to a financial institution authorized to do business in the state of Nevada. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-11 WAIVER

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the RTC to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the RTC to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-12 TAXES

The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The Consultant shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Consultant shall make any and all payroll deductions required by law. The Consultant agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

E-13 COMPLIANCE WITH LAWS

(a) The Consultant in the performance of the obligations of this Contract shall comply with all

applicable laws, rules and regulations of all Federal State and local governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

- (b) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Consultant shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase in time, labor, materials and fees, according to the procedures in Paragraph E-24, (Modification/Amendment).
- (c) If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Consultant shall immediately report the same in writing to the RTC who will issue such instructions as may be necessary.

E-14 AUDIT OF RECORDS

- (a) The Consultant agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Consultant goes out of existence, the Consultant shall turn over to the RTC all of its records relating to this Contract to be retained by the RTC for the required period of time.
- (b) The Consultant agrees to permit the RTC or the RTC's designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the RTC desires concerning Consultant's operation hereunder. The Consultant further understands and agrees that said inspection and audit would be exercised upon written notice. If the Consultant or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Consultant agrees to deliver the records and books or have the records and books delivered to the RTC or the RTC's designated representative(s) at an address within Clark County, Nevada as designated by the RTC. If the RTC or the RTC's designated representative(s) find that the records and books delivered by the Consultant are incomplete, the Consultant agrees to pay the RTC or the RTC's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the Consultant's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Consultant further agrees to permit the RTC or the RTC's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may

be required by relevant directives of funding sources of the RTC.

- (c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the RTC or the RTC's designated representative(s) finds the dollar liability is less than payments made by the RTC to the Consultant, the Consultant agrees that the difference shall be either: (1) repaid immediately by the Consultant to the RTC or (2) at the RTC's option, credited against any future billings due the Consultant.

E-15 INDEPENDENT CONTRACTOR

In the performance of services under this Contract, the Consultant, any other person employed by it, and any of its subcontractors or suppliers shall be deemed to be an independent contractor and not an agent or employee of the RTC and they shall not be entitled to, nor will the RTC provide any of the benefits or rights afforded employees of RTC, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The Consultant shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The RTC shall hold the Consultant as the sole responsible party for the performance of this Contract. The Consultant shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Consultant shall create a partnership, joint venture or agency with the RTC. Neither party shall have the right to obligate or bind the other party in any manner to any third party. Consultant shall be solely responsible for, and shall indemnify, defend and hold RTC harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever. Consultant has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the RTC.

E-16 SUBCONSULTANTS/SUBCONTRACTORS

The Consultant shall submit, for review and documentation purposes, a list of any and all subconsultants/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 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 Consultant will not enter into any subcontracts with any subconsultants/subcontractors not named in or pursuant to this Contract in writing, except with the prior written approval of the RTC's PM. Any approval of a subcontract by the RTC shall not be construed as making the RTC a party to such subcontract, giving the subconsultants/subcontractors privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subconsultants/subcontractors.

E-17 FLOWDOWN

Consultant shall provide that its contracts with subcontractor(s) shall be bound to the Consultant in the same manner, and to the same extent, as the Consultant is bound to the RTC under this Agreement.

E-18 UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the Consultant agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-19 DISCRIMINATION

Consultant acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. Consultant recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or Consultant due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the RTC may declare the Consultant in breach of the Contract, terminate the Contract, and designate the Consultant as non-responsible.

E-20 FORCE MAJEURE

The Consultant shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Consultant. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) civil disturbances, or (7) unusually severe weather; but does not include labor related incidents, such as strikes or work stoppages. The time of performance of the Consultant's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 calendar days, the RTC may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-4 (Termination for Convenience).

E-21 MATERIALS, INFORMATION AND DOCUMENTS

All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Consultant for RTC relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by Consultant to parties other than RTC shall become the property of RTC and shall be delivered to RTC's representative upon completion or termination of this Contract, whichever comes first. Consultant shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by RTC. RTC shall have the right to reproduce all documentation supplied pursuant to this Contract.

E-22 QUALITY OF SERVICES

(a) The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Consultant, its subcontractors

and its principals, officers, employees and agents under this Contract. In performing the specified services, Consultant shall follow practices consistent with generally accepted professional and technical standards.

- (b) It shall be the duty of the Consultant to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations.
- (c) The Consultant shall, without additional compensation, correct or revise any deficiencies, errors or omissions caused by the Consultant in its analysis, reports, and services. It is also understood and agreed by both parties that if any error is found, the Consultant will expeditiously make the necessary correction, at no expense to the RTC, except when such error is the cause of the RTC.
- (d) Consultant will not produce a work product which violates or infringes on any copyright or patent rights. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the RTC of any products or services furnished by Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy and adequacy of its work. RTC's review, approval, acceptance, or payment for any of Consultant's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Consultant shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to RTC caused by Consultant's performance or failures to perform under this Contract.

E-23 ASSUMPTION OF RISK

Any services performed by the Consultant under this Contract which require prior review and approval by the RTC shall be at the sole risk and expense of the Consultant if such prior review and approval by the RTC is not obtained.

E-24 RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE

When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until it receives such assurance may, if commercially reasonable, suspend any performance for which it has not already received the agreed return. Acceptance of any improper delivery or payment does not prejudice the aggrieved party's right to demand adequate assurance of proper performance. After receipt of a justified demand, failure to provide within a reasonable time not exceeding thirty calendar days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of the Contract.

E-25 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the

validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-26 CONFORMING SERVICES

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Consultant shall furnish the RTC with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-27 MODIFICATION/AMENDMENT

- (a) Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, the RTC reserves the right to request modification at any time to the (1) scope, complexity, character, frequency of the services to be performed; (2) Conditions under which the work is required to be performed; such as a change in standards or a change in available base data which would require additional work; (3) duration of work if the time period for completion of services warrants such an adjustment; or (4) estimated quantities or the timing of the Consultant's obligations under this Contract, in whatever manner the RTC determines, in good faith, to be reasonably necessary and to be in the best interests of the public. This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. No services for which an additional compensation will be charged by the Consultant shall be furnished without the written authorization of the RTC. Any other attempt to modify or amend this Contract shall be null and void and may not be relied upon by either party.
- (b) Oral change orders will not be permitted. The Consultant shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the RTC.
- (c) Within seven calendar days after receipt of the written change order to modify the contract, the Consultant shall submit to the RTC a detailed price and schedule proposal for the work to be performed or goods provided.
- (d) This proposal shall be subject to negotiations between the Consultant and the RTC. After the proposal is accepted by the Governing Body, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the procedures specified in Paragraph E-1 (Disputes).

E-28 ENTIRE CONTRACT

This Contract represents the entire and integrated Contract between the RTC and the Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

E-29 SECTION AND PARAGRAPH HEADINGS

The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-30 CONFLICT OF INTEREST

- (a) An official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the RTC relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the RTC may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the RTC shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- (d) In the event this Contract is terminated as provided for in this Section, the RTC shall be entitled:
 - 1. To pursue the same remedies against the Consultant as it could pursue in the event of a breach of this Contract by the Consultant; and
 - 2. As a penalty, in addition to any other damages to which the RTC may be entitled by law, to exemplary damages in an amount as determined by the RTC which shall not be less than three nor more than ten times the costs incurred by the Consultant in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the RTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any other provision of this Contract.

E-31 PUBLIC RECORDS

The RTC is a commission as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal (if applicable) are deemed to be public records.

E-32 CONFIDENTIALITY

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Consultant is confidential and privileged. The Consultant shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the RTC. The Consultant shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the RTC is obtained. Upon request by the RTC, The Consultant shall promptly return to the RTC all confidential information supplied by the RTC, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the RTC, then in the public domain; (ii) the information is known to the Consultant prior to obtaining the same from the RTC; (iii) the information is obtained by the Consultant from a third party who did not receive the same directly or indirectly from the RTC; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Consultant shall notify the RTC. In such event the RTC, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-33 MARKETING RESTRICTIONS

The Consultant may not publish or sell any information from or about this Contract without the prior written consent of the RTC. This restriction does not apply to the use of the RTC's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Consultant or its services.

E-34 LACK OF FUNDS

The entering into of the Contract by the RTC is subject to its receipt of local and federal funds adequate to carry out the provisions of the Contract in full.

The RTC may cancel or reduce the amount of services to be rendered if the RTC determines that such action is in the RTC's best interest, or that there will be a lack of funding available for the service. In such event, the RTC will notify the Consultant in writing in 30 calendar days in advance of the date such cancellation or reduction is to be effective.

E-35 CHANGES-FIXED PRICE SERVICES

- (a) The RTC may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
1. Description of services to be performed.
 2. Time of performance (i.e., hours of the day, days of the week, etc.).
 3. Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the RTC shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Consultant must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the RTC decides that the facts justify, the RTC may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Consultant's proposal includes the cost of property made obsolete or excess by the change, the RTC shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Consultant from proceeding with the Contract as changed.

The Consultant shall provide current, complete, and accurate documentation to the RTC in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the RTC, will be deemed a waiver of the Consultant's right to dispute the equitable adjustment proposed by the RTC, where such equitable adjustment has a reasonable basis at the time it is determined by the RTC.

The Contract consists of this document and the following document incorporated herein by this reference as a part hereof:

<u>Identifier</u>	<u>Title/Text Reference</u>
Exhibit A	Scope of Services
Exhibit B	Prices/Costs/Deliverables Schedule
Exhibit C	Insurance Requirements
Exhibit D	Federal Conditions

Request for Proposals (RFP) No. 19-011
NGEM Attachments associated with RFP No. 19-011

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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.

ATKINS NORTH AMERICA, INC.

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA


By: 
47438A0AB2C04CB...

HARSHAL DESAI
Vice President

By: _____
LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

ATTEST:

By: 
0E6FC22BB31D4A3...

GREG GILBERT
RTC Outside General Counsel

By: _____
MARIN DUBOIS
Management Analyst

EXHIBIT A – SCOPE OF SERVICES

Stadium District Transportation Plan UPWP # 301-9275-19

Objective: The goal of this project is to create a transportation plan for an area of approximately 1.23 square miles around an approved 65,000 seat NFL Stadium. The area is bordered by Harmon Avenue on the north, the Union Pacific Railroad tracks on the west and on the south and Interstate 15 to the east. The area mostly consists of warehouse and industrial development, excepting the properties along Las Vegas Boulevard South.

This study will incorporate the Clark County Stadium District Land Use Plan that is being developed by a separate team of consultants to craft a vision and land use recommendations for the same area. This study area is a prime opportunity for redevelopment due to the adjacency to the future stadium, vacant and underutilized warehouse properties, close proximity to the Las Vegas Strip, and access to both Interstate 15 and Interstate 215. In addition, McCarran International Airport is located to the east of the study site.

Goals:

This transportation plan will seek to:

- a) Create multimodal travel choices;
- b) Enhance the quality of life;
- c) Improve environmental quality;
- d) Promote a strong vibrant economy; and
- e) Create a pedestrian-friendly, walkable environment.

Creating Multi-Modal Travel Choices

The future stadium will be a regionally significant employment center and entertainment hub. Up to 65,000 attendees plus employees, vendors, and others will require access to and from the site for major events. There are only 2,375 on-site parking spaces planned for the stadium property. Additional parking spaces will be provided off-site at four location(s) identified in a recent separate parking study for the stadium. As a result, the dense urban design will galvanize development by promoting a walkable environment and will create a significant demand for multi-modal transportation options.

Creating a transportation plan to address pedestrian, bicycle, and multi-modal access in the area will help ensure safe and accessible connectivity. In addition, multi-modal transportation will enhance access to existing jobs in the industrial area and will create the foundation for future development as the area transitions to different uses.

Enhancing Quality of Life

The stadium will be a catalyst for the region and will significantly change the land use pattern in the immediate area. As a result, the transportation plan will provide options for visitors to the area as well as possible future residents. While limited housing currently exists in the study area,

the corresponding Stadium District Land Use Plan is expected to provide zoning and land use recommendations for redevelopment.

Potential housing in this area will improve the quality of life by reducing commuting times for future residents since the area is adjacent to a future NFL stadium, a regional shopping center (Town Square), employment and entertainment options on the Las Vegas Strip, and McCarran International Airport. To that end, the transportation plan could suggest locations for pedestrian improvements, bicycle lanes, mass transit, and improved connectivity, which would enhance the livability and quality of life in the area.

Improving Environmental Quality

Enhancing the variety of transportation options to the future activity center around the stadium will improve air quality by supporting accessibility via multi-modal travel. This will not only include personal vehicles, but also mass transit, ride-sharing, connections to the Las Vegas monorail, biking, and walking.

If visitors drive into the district, design methods should be implemented to encourage a “park once” behavior in which the vehicle is parked once, and then other amenities, such as dining out, attending a football game, and exploring the Strip can be accessed by foot or mass transit. Land Use Goal 3 of the Clark County Comprehensive Plan supports improved environmental quality by providing “opportunities for transit-oriented development in areas with increased densities and intensities to reduce automobile dependence and air pollution.”

Promoting a Strong and Vibrant Economy

The study site encompasses an NFL stadium and is in close proximity to the Las Vegas Strip, an entertainment and tourist corridor that drives the economic engine of Southern Nevada. A stadium district for people to live, work, and play will help diversify the regional economy, improve the economic development potential of the area, and serve as a regional economic catalyst.

The transportation plan for the stadium district should analyze the area and recommend transportation related improvements that will help create a vibrant, mixed-use, walkable environment. The study should also help improve connectivity within the area and to adjacent areas, such as the Las Vegas Strip. In addition, transportation improvements will provide access to the area for both event and non-event days at the stadium.

Redevelopment in the study site can utilize existing infrastructure and services and also possibly use road vacations, realignments, and/or dedication of additional rights-of-way. For example, the area is currently served by existing utilities, roads, sidewalks, and transit; however, potential changes to the existing infrastructure may be necessary to accommodate the future uses. Utilizing existing infrastructure is encouraged by the Clark County Comprehensive Master Plan Urban Specific Policy 2, which states “where infrastructure is available and transit is accessible, maximize the use of infill and redevelopment in existing urban/suburban areas.”

Creating a Pedestrian-Friendly, Walkable Environment

Residents living in urban environments should have the ability to walk, bike, and ride transit to employment, amenities, and entertainment, which improves public health and wellness. Mixed-use environments help reduce sedentary behaviors, such as sitting in a car, and increase physical activity, such as walking to work. In addition, a vibrant urban environment could provide access to healthy food options, education, and recreation. A transportation plan will help create an area with access to all of these amenities.

The transportation plan of the stadium district shall also propose improved pedestrian and multi-modal transportation options, especially across the UPRR and major surrounding roadways, which could improve access to adjacent jobs, entertainment, and amenities found along the Las Vegas Strip.

Task 0 - Project Management:

The project consultant will send a bi-weekly project update to the Clark County and RTC project managers identifying deliverables in progress, upcoming project milestones, project schedule changes, issues requiring attention and other pertinent project information. The project consultant will provide a monthly invoice with an accompanying progress report indicating work completed during the billing cycle and anticipated tasks for the following month.

Task 0 Deliverables:

- i. Bi-weekly project update
- ii. Monthly project invoice
- iii. Monthly report to accompany invoice

Task 1 – Project Initiation

1.1 KICKOFF AND EXPECTATIONS MEETING

The project consultant will conduct an in-person meeting with the Clark County Planning Department and RTC staff to review project goals and strategies, refine working objectives, identify available and needed data, review the stakeholder participation plan, coordinate with the Stadium District Land Use Plan and establish communication channels with other departments, agencies, and relevant external entities.

The project consultant will develop a Data Needs memo and submit it to the Clark County project manager soon after the kick-off meeting. This will outline what types of data that the consultant may need to obtain for the purposes of this study. A list of relevant studies is provided under Task 3.1 in this document.

1.2 DEVELOPMENT OF PUBLIC SURVEY ON TRANSPORTATION

In conjunction with the consultant team for the Stadium District Land Use Plan, the project consultant will develop a survey for the public concerning transportation to and within the stadium district. The survey should be made available in the English and Spanish languages. It should be modest in length, asking no more than eight questions and only requiring 5 to 8 minutes to complete. There should be an

opportunity for survey respondents to indicate on a provided map or list in writing areas of concern to them. Optional participant demographic questions could be included as part of the survey.

The survey will be made available for the community via a project web page updated by the Clark County Department of Comprehensive Planning. Copies of the survey will also be made available in a paper or tablet format at the initial stakeholder advisory committee meeting to increase survey responses and for attendees who do not have access to the internet.

Task 1 Deliverables

- i. Data needs memo
- ii. Stadium District survey

Task 2 – Stakeholder Involvement

2.0 STUDY STAKEHOLDER ADVISORY COMMITTEE

A Stakeholder Advisory Committee will be convened by the project consultant, with coordination from the Clark County and RTC project managers, to guide the Stadium District Transportation Plan and the Stadium District Land Use Plan, which will consist of both technical advisory members and interested stakeholders.

The technical advisory members should be comprised of representatives from various government departments and agencies (Clark County Department of Comprehensive Planning, Clark County Department of Public Works, Clark County Department of Aviation, Regional Transportation Commission of Southern Nevada (RTC), Nevada Department of Transportation (NDOT), Union Pacific Railroad (UPRR), as well as representatives from the Nevada Resort Association, Las Vegas Raiders football organization and/or Las Vegas Stadium Authority.

The stakeholder advisory committee should include parties such as citizens, members of Town Advisory Boards, area property owners, local business owners and coalitions collectively representing them such as the Tropicana Business and Community Coalition and NAIOP. The members should be selected and confirmed by the Clark County Planning Department project manager.

The Stakeholder Advisory Committee should hold at least four meetings, one at the beginning of the study, two identical meetings for the presentation of the draft report and once for the presentation of the final report.

The primary responsibilities of the Stakeholder Advisory Committee will be:

- 1) To review and provide input during key parts of the planning process for this study.
- 2) Serve as a voice of the community and represent constituents most affected by the study.

2.1 Development of Stakeholder Participation Plan

The project consultant will develop a Stakeholder Participation Plan in conjunction with the consultants for the Stadium District Land Use Plan to identify outreach methods, participants, tentative dates, format, and goals for each meeting. The Stakeholder Participation Plan should be presented to the Clark County project manager for review prior to the beginning of stakeholder committee meetings.

An effort should be made to include businesses with existing interests in the area as well as representation from communities within the study limits or outside of it where there may not be any formal organization or advocacy group.

2.1.1 Advisory Committee Meeting Frequency

The project consultant will manage and participate in four (4) Stakeholder Advisory Committee meetings.

These milestones will be:

- 1) Kickoff meeting (presentation of goals, opportunities and challenges)
- 2) Two meetings for the presentation of the draft plan and request for comments from stakeholders.
- 3) Presentation of final plan.

The project consultant will work with the Clark County Department of Comprehensive Planning project manager to determine locations and times suitable for at least one (1) pop-up meeting, which could occur in conjunction with some other community event to gain greater public participation by attracting the attention of persons attending the primary event. The occurrence of this meeting would need to be publicized by the Clark County project manager and the project consultant. This could occur through announcements to study stakeholder members, neighborhood associations, bicycle and pedestrian advocacy groups, and through notices posted at community centers, public bulletin boards, and on the study web site as well as through social media operated by Clark County government.

The project consultant will prepare meeting materials such as maps, graphics, and other relevant materials to the county for final sign-off prior to the meeting. The meeting should include activities to build consensus through public participation such as charrettes and tiling exercises. The project consultant, consultant for the Stadium District Land Use Plan, and appropriate staff will attend the meeting. Meeting reports will be provided to the Clark County Department of Comprehensive Planning project manager after the meeting.

2.2 KEY STAKEHOLDER INTERVIEWS

If necessary, the project consultant will conduct up to four (4) key stakeholder interviews as requested. These interviews may be necessary to build consensus for the transportation plan with certain stakeholders.

Task 2 Deliverables:

- i. Prior to any stakeholder engagement, the project consultant will provide an initial Stakeholder Participation Plan to show the schedule for seeking public participation, the goals of public participation, the methodology of public participation, and how public feedback gathered will be utilized and considered.
- ii. The project consultant will provide a stakeholder participation summary report divided into:
 - a. Part 1 - Existing conditions feedback (following the first stakeholder meeting); and
 - b. Part 2 - Draft plan feedback (following the second and third stakeholder meetings).
- iii. The project consultant will attend and prepare materials for a minimum of two (2) stakeholder advisory group meetings.

- iv. The Clark County project manager will assist the consultant with the creation and distribution of meeting notices and agendas.
- v. The project consultant will provide the county with summaries of comments received concerning draft plan either at public meetings or via online submission.

Task 3 - Review of Existing Conditions and Related Studies

3.1 REVIEW OF RELATED STUDIES

The project consultant will conduct a review of available regional and local studies previously conducted whose findings may help inform this current study, including but not limited to the following:

	Year	Title	Producing Agency
a)	2017	Regional Bicycle and Pedestrian Plan for Southern Nevada	RTC of Southern Nevada
b)	2015	Southern Nevada Strong – Regional Plan	RTC of Southern Nevada
c)	2017	Modeling and Analysis of Walkability in Suburban Neighborhoods in Las Vegas	Mineta Transportation Institute
d)	2017	Regional Transportation Plan – 2017 to 2040	RTC of Southern Nevada
e)	2015	Regional Schools Multimodal Transportation Access Study	RTC of Southern Nevada
f)	2013	Regional Bicycle Network Gap Analysis	RTC of Southern Nevada
g)	2016	Transportation Investment Business Plan	RTC of Southern Nevada
h)	2016	Las Vegas NFL Stadium Sites – Traffic Assessment	Nevada Department of Transportation
i)	2015	Southern Nevada High Occupancy Vehicle Plan	Nevada Department of Transportation
j)	2017	Traffic Impact Analysis study	Kimley Horn / Raiders

The project consultant will also review existing best practices for stadium district development from peer cities. The cities suggested for review are:

- a) Seattle – “Stadium District Study, Street Concept Plan” - Seattle Department of Planning and Development
- b) Atlanta – “Downtown Atlanta Transportation Plan” - Central Atlanta Progress organization

The project consultant shall also coordinate with the consultants completing the Stadium District Land Use Plan.

3.2 FIELD OBSERVATION TOUR OF EXISTING CONDITIONS

The project consultant will conduct a field review of existing street grid, bicycle, and pedestrian facilities in the stadium district site to document existing conditions and supplement existing information.

3.3 BASE MAPPING AND GAP ANALYSIS

The project consultant will create base maps of the project study area using the most recent aerial photography and shapefiles. After identifying the presence and adequacy (using principles from Task 3.4, below) of existing roadways, transit stops, pedestrian and bicycle facilities, the consultant will identify and characterize gaps in these existing systems on these maps. Other critical information would

be roadway, transit, bicycle, and pedestrian projects that are planned, proposed, currently underway, or recently completed. The project consultant will also review any other GIS data relevant to the bicycle, pedestrian, and transit systems.

3.4 EXISTING NETWORK ANALYSIS

The below network principles should be used by the consultant to evaluate the condition of the network as well as the value that could be added by proposed improvements. These are taken from guidance of the Federal Highway Administration.

- Cohesion: How connected and linked together is the network?
- Directness: Does the network provide access to destinations along a convenient path?
- Accessibility: How well does the network accommodate travel for all users?
- Alternatives: Is only one transportation option available or does the network offer a range of modes and/or route choices?
- Safety and Security: Does the network provide real and/or perceived freedom from risk of injury, danger, or loss of property?
- Comfort: Is the network appealing to a broad range of age and ability levels and is consideration given to user amenities?

Task 3 Deliverables:

An Existing Conditions summary shall be prepared by the project consultant which shall include:

- i. Review of related studies and existing data.
- ii. Notes, measurements, and photos from the field investigation tour.
- iii. Base mapping that shows area context and any relevant collected or assembled data, and opportunities and constraints analysis summarizing existing gaps, key destinations, and barriers to biking and walking.
- iv. Sketch planning-level assessment of demand or need for different or additional network elements based on gap analysis, analysis of the existing network, and sketch-planning level of service analysis.
- v. Available programs and health analysis.

Task 4 - Public Involvement and Public Hearings

4.1 PUBLIC INVOLVEMENT

- The project consultant will work with the Clark County project manager to determine the location(s) and time(s) suitable for at least one (1) pop-up meeting for the participation of the public.
- The project consultant will attend and facilitate the pop-up meeting(s) in conjunction with the consultants for the Stadium District Land Use Plan.
- The pop-up meeting date(s) and location(s) will be publicized by the Clark County project manager and the project consultant. This information could be communicated to members of the Stakeholder Advisory Committee, bicycle and pedestrian advocacy groups, and neighborhood associations. Notification of the meeting could be posted at public bulletin boards and community centers in Clark County.
- The public will have the opportunity to learn about the study. They will also be invited to offer their input on issues and suggestions relevant to the study. This could occur through interaction directly with the consultant at the pop-up meetings or indirectly through completion of the study survey.
- The meetings could also be announced on the study website as well as Clark County social media.

4.2 PUBLIC HEARINGS

A minimum of eight (8) and a maximum of twelve (12) presentations will be made during scheduled meetings of the following entities:

- Regional Transportation Commission Executive Advisory Committee (EAC);
- Regional Transportation Commission Metropolitan Planning Subcommittee (MPS);
- Regional Transportation Commission (RTC);
- Clark County Planning Commission (PC); and
- Clark County Board of County Commissioners (BCC).

The draft report shall be presented to each entity for comment, and the final report shall be presented to each entity for approval. The consultant will provide two (2) presentations each to the EAC, MPS, and RTC, and PC (draft and final plans), and up to four (4) presentations to the BCC (draft plan, final plan, and up to 2 follow-up meetings to address revisions to the plan that may be necessary prior to adoption). All of the presentations shall be coordinated with the consultants for the Stadium District Land Use Plan.

Task 4 Deliverables:

- i. The project consultant will prepare a memo summarizing the pop-up meeting including the feedback received from public participants.
- ii. The project consultant will attend as well as prepare materials for the scheduled pop-up meeting.
- iii. The project consultant will attend as well as prepare materials for the scheduled public hearings.

TASK 5 – Framework for Improvements

5.1 FRAMEWORK

1. The project consultant will provide a framework for the selection and evaluation of improvements. The guidelines will take into consideration the following factors:
 - A. Existing as well as proposed land uses for the areas suitable for various physical improvement and or amenities for the public.
 - B. Whether improvements could potentially utilize existing infrastructure though enhancements or retrofitting to meet the needs identified by the study, or whether new construction is more likely needed (although no recommendations for specific enhancements or retrofits of existing infrastructure, or recommendations for new construction should be made).
 - C. The characteristics of the roadway network surrounding the improvements. The consultant should develop some proposals for motorized, non-motorized, and transit circulation that should be considered for future technical analysis.
 - D. Configuration of the built environment based on the Clark County Stadium District Land Use Plan and the interface between land uses and public rights of way/roadways.
 - E. Recommended urban design elements that may be considered in conjunction with the County's capital improvements program of scheduled roadway projects for the area.
 - F. Propose a way-finding system to be used for navigating within the district.

2. Proposed alternatives will also need to be evaluated for the same principles as the existing network:
 - Cohesion;
 - Directness;
 - Accessibility;
 - Alternatives;
 - Safety and Security; and
 - Comfort.
3. The project consultant should offer recommendations of policies and programs that would support and further grow a culture of walking, bicycling, and transit use within the district.
4. The project consultant should identify a minimum of three (3) and maximum of ten (10) activity areas where pedestrian facilities could be improved.
5. The project consultant should identify design guidelines and best practices that should be considered for adoption by the county to enhance walking conditions for pedestrians, safe riding facilities for bicyclists and people using micro-mobility devices in the public realm.

5.2 DRAFT PLAN DEVELOPMENT

The project consultant will prepare a draft plan for the Clark County Stadium Transportation Plan. It should be written in a format that is easily understood, attractive, and concise. It shall initially be reviewed by the Clark County project manager prior to the distribution to the Stakeholder Advisory Committee and public for feedback.

The project consultant shall also include an executive summary of the draft plan. The executive summary shall be made available on the project website and announced on social media and through Clark County press releases for members of the public to review and comment on the study.

A method selected by the consultant should be provided for interested individuals to offer comments about the draft plan. The project consultant will prepare a presentation on the draft plan document and present it to the Stakeholder Advisory Committee and to EAC, MPS, RTC, PC, and BCC.

Task 5 Deliverables:

- i. Documentation of framework developed for district improvements.
- ii. Listing of recommendations for infrastructure improvements, including urban design elements and wayfinding.
- iii. Maps showing where proposed improvements will be located.
- iv. Summaries of the Stadium Transportation Plan in PDF format and in hard copy format. It will be distributed to the Stakeholder Advisory Committee group members, Clark County Department of Comprehensive Planning, and made available for the public.
- v. Executive summary of draft plan.

TASK 6 – Final Report

6.0 FINAL REPORT CONTENTS

- The project consultant will summarize the major findings defining the condition of the existing bicycle, pedestrian, and transit facilities network within the study area.
- The project consultant will document public involvement efforts – e.g. survey results, pop-up meeting participation, Stakeholder Advisory Committee meeting minutes, and a summary of any one-on-one stakeholder interviews.
- The project consultant will produce a listing of proposed improvements to the existing transportation network, including urban design and wayfinding elements to improve transit, pedestrian, and bicycle mobility in the stadium district. These listings should include detailed descriptions and conceptual cross-section depictions of the improvements along with recommendations for future technical evaluations. These should be also depicted on a revised map of the area.
- For pedestrian and bicycle improvements, the project consultant should reference the design guidelines for bicycle and pedestrian facilities as listed in the 2017 RTC Regional Bicycle and Pedestrian Plan.
- The final report shall contain the following sections – 1) Executive Summary; 2) Introduction to Project; 3) Existing Conditions; 4) Stakeholder/Public Engagement Process; 5) Infrastructure Recommendations; 6) Policies and Programs; 7) Design Guidelines; 8) Implementation Strategies – Funding and Timing; and 9) Appendix (meeting agendas and summaries and other supporting documents).

6.1 PROJECT SCHEDULE

The project consultant will prepare a detailed schedule to complete the above tasks (and any other tasks identified by the consultant). It is anticipated that all tasks should be completed in approximately twelve (12) months.

Final Report Deliverables:

Completion of the previous tasks will result in the following deliverables which will make up the chapters of the final plan:

- i. Goals and objectives for improvements in the district to help non-motorized and motorized mobility.
- ii. Public involvement marketing materials and survey findings.
- iii. Meeting agendas and summaries (in the appendix)
- iv. Two (2) copies of the Final Report will be prepared along with one electronic copy in Microsoft Word.

EXHIBIT B - PRICES/COSTS/DELIVERABLES SCHEDULE

The not-to-exceed budget for all services shall be **\$179,836.40 (One hundred seventy-nine thousand, eight hundred thirty-six dollars and forty cents)**. All costs associated with this contract and any other costs must come in at or under the budget amount.

TASK / DELIVERABLES BUDGET SUMMARY

Scope Tasks / Deliverables (per Proponent's submitted Work Plan)		BUDGET ALLOCATION PER FIRM / TASK (\$)						Task Subtotals
		COMPANY (Prime)	Subconsultant or Supplier	Subconsultant or Supplier	Subconsultant or Supplier	Subconsultant or Supplier	Subconsultant or Supplier	
Task 0	Project Management i) Bi-weekly project update ii) Monthly project invoice iii) Monthly report to accompany invoice	\$ 10,861.00	\$ 1,134.00					\$ 11,995.00
Task 1	Project Initiation i) Data needs memo ii) Stadium District survey	\$ 6,708.16	\$ 1,800.75	\$ 2,520.00	\$ -			\$ 11,028.91
Task 2	Stakeholder Involvement i) Prior to any stakeholder engagement, develop and provide a stakeholder participation plan to show schedule, methodology of participation and how public feedback gathered will be used and considered. ii) Project consultant will provide a stakeholder participation summary divided into a) existing conditions feedback (following the first stakeholder meeting) and b) draft plan feedback (following the second and third stakeholder meetings). iii) Project consultant will attend and prepare materials for a minimum of two stakeholder advisory group meetings. iv) Clark County project manager will assist the consultant with the creation and distribution of meeting notices and agendas. v) Project consultant will provide the county with summaries of comments concerning draft plan.	\$ 15,123.88	\$ 3,234.00	\$ -	\$ 2,500.00			\$ 20,857.88
Task 3	Review of Existing Conditions and Related Studies i) Review of related studies and existing data ii) Notes, measurements and photos from the field investigation tour. iii) Base mapping which shows area context and any relevant collected or assembled data and opportunities and constraints analysis summarizing existing gaps, key destinations and barriers to biking and walking. iv) Sketch planning level assessment of demand or need for different or additional network elements based on gap analysis, analysis of the existing network and sketch planning level of service analysis. v) Available programs and health analysis.	\$ 3,147.28	\$ 35,878.50	\$ 0	\$ 0	\$ 0		\$ 39,025.78

TASK / DELIVERABLES BUDGET SUMMARY

Scope Tasks / Deliverables (per Proponent's submitted Work Plan)		BUDGET ALLOCATION PER FIRM / TASK (\$)						Task Subtotals
		COMPANY (Prime)	Subconsultant or Supplier	Subconsultant or Supplier	Subconsultant or Supplier	Subconsultant or Supplier	Subconsultant or Supplier	
Task 4	Public Involvement and Public Meetings i) The project consultant will prepare a memo summarizing the pop-up meetings including the feedback received from public participants. ii) Project consultant will attend as well as prepare materials for the scheduled pop up meetings. iii) Project consultant will attend as well as prepare materials for the scheduled public meetings.	\$ 15,066.48	\$ -	\$ 3,960.00	\$ -	\$ -	\$ -	\$ 19,026.48
Task 5	Framework for Improvements i) Documentation of framework developed for district improvements. ii) Listing of recommendations for infrastructure improvements, including urban design elements and wayfinding. iii) Maps showing where proposed improvements will be located. iv) Summaries of the Stadium Transportation Plan in PDF format and in hard copy format. It will be distributed to the Stakeholder Advisory Committee group members, Clark County Department of Comprehensive Planning, and made available for the public. v) Executive summary of draft plan.	\$ 56,100.24	\$ 8,520.75	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 66,620.99
Task 6	Final Report i) Goals and objectives for improvements in the district to help non-motorized and motorized mobility. ii) Public involvement marketing materials and survey findings. iii) Meeting agendas and summaries (in the appendix) iv) Two (2) copies of the Final Report will be prepared along with one electronic copy in Microsoft Word.	\$ 9,538.36	\$ 1,743.00	\$ -	\$ -	\$ -	\$ -	\$ 11,281.36
Firm Subtotals		\$ 116,545.40	\$ 52,311.00	\$ 6,480.00	\$ 4,500.00	\$ -	\$ -	\$ 179,836.40
		GRAND TOTAL						\$ 179,836.40

*Note: the costs submitted herein should be based on the actual work plan and associated tasks & deliverables submitted by the Proponent in their proposal.

EXHIBIT C - INSURANCE REQUIREMENTS

1. **Format/Time:** The Consultant shall provide RTC with Certificates of Insurance, per the attached sample format, for coverages as listed below, and endorsements affecting coverage required by this Contract within ten calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. **Best Key Rating:** The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A, with a Financial Strength of VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. **RTC Coverage:** The RTC, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The Consultants' insurance shall be primary as respects the RTC, its officers and employees.
4. **Endorsement/Cancellation:** The Consultants' general liability insurance policy shall be endorsed to recognize specifically the Consultants' contractual obligation of additional insured to RTC and must note that the RTC will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$250,000.
6. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
7. **Commercial General Liability:** Subject to Paragraph 6 of this exhibit, the Consultant shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.
8. **Automobile Liability:** Subject to Paragraph 6 of this exhibit, the Consultant shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used for the performance of services

under this Contract. As an alternative to the specified any auto coverage, the RTC will accept all owned, non-owned and hired or symbols 2, 8 and 9.

9. **Workers' Compensation:** The Consultant shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Consultant that is a sole proprietor shall be required to submit an affidavit (sample attached) indicating that the Consultant has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the work to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state.
10. **Professional Liability:** The Consultant shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.
11. **Failure To Maintain Coverage:** If the Consultant fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Consultant to stop the work, declare the Consultant in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Consultant or deduct the amount paid from any sums due the Consultant under this Contract.
12. **Additional Insurance:** The Consultant is encouraged to purchase any such additional insurance as it deems necessary.
13. **Damages:** The Consultant is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Consultant its subcontractors or anyone employed, directed or supervised by Consultant.
14. **Cost:** The Consultant shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
15. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the RTC's third party insurance compliance tracking service provider, Insurance Tracking Services, Inc., certcontrol@instracking.com and cc Terry Hizon, hizont@rtcsonv.com
16. **Insurance Form Instructions:** The following information must be filled in by the Consultant's Insurance Consultant representative:

- Insurance Broker’s name, complete address, telephone and fax numbers
- Consultant’s name, complete address, telephone and fax numbers
- Insurance Consultant’s Best Key Rating
- Commercial General Liability (Per Occurrence)
 - Policy Number
 - Policy Effective Date
 - Policy Expiration Date
 - General Aggregate (\$2,000,000)
 - Products-Completed Operations Aggregate (\$2,000,000)
 - Personal & Advertising Injury (\$1,000,000)
 - Each Occurrence (\$1,000,000)
 - Fire Damage (\$50,000)
 - Medical Expenses (\$5,000)
- Automobile Liability (Any Auto)
 - Policy Number
 - Policy Effective Date
 - Policy Expiration Date
 - Combined Single Limit (\$1,000,000)
- Worker’s Compensation
 - Deductible
 - Policy Number
 - Policy Effective Date
 - Policy Expiration Date
 - WC Statutory Limits
 - Employer’s Liability Each Accident (\$1,000,000)
 - Employer’s Liability Disease – Each Employee (\$1,000,000)
 - Employer’s Liability Disease – Policy Limit (\$1,000,000)
- Professional Liability
 - Deductible
 - Policy Number
 - Policy Effective Date
 - Policy Expiration Date
 - Limit
- Description: Contract No. ; Project Title: (must be identified on the initial insurance form and each renewal form).

Certificate Holder:

Regional Transportation Commission of Southern Nevada, its officers, employees, and agents

c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801-0198

The Certificate Holder, Regional Transportation Commission of Southern Nevada, must be named as an additional insured.

The RTC requires that all endorsements accompany the certificates when emailed to the Purchasing Representative specified above.

EXHIBIT D – FEDERAL CONDITIONS

(see attached)



REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

Procurement Contracts

Contractor(s) performing FTA-assisted projects under Regional Transportation Commission of Southern Nevada (RTC) must comply with all applicable Federal requirements.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA-

assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

3. ACCESS TO RECORDS

(a) The Contractor shall permit the authorized representatives of the RTC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract until the expiration of three years after final payment under this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the RTC, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, paper and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.00.

(c) The periods of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

4. FEDERAL CHANGES

Contractor shall comply at all times with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

5. CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex (including gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity (contracts over \$10,000) - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex (including gender identity), or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. Nondiscrimination - The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- e. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- f. RTC Title VI Program Requirements

In accordance with 49 CFR Part 21 and as described in the FTA Circular 4702.1B and upon request from RTC, the Contractor shall comply with the following reporting requirements. The Contractor is also responsible for ensuring compliance for each third-party contractor at any tier.

- a. Provide an Annual Title VI Certification and Assurance.
- b. Establish and maintain Title VI compliance procedures.
- c. Record Title VI investigations, complaints, and lawsuits.
- d. Provide meaningful access to Limited English Proficient Persons.
- e. Notify beneficiaries of protection under Title VI.
- f. Provide additional information upon request.

- g. Prepare and submit a Title VI Report.
- h. Guidance on conducting an Analysis of Construction Projects.
- i. Guidance on promoting Inclusive Public Participation.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)/ SMALL BUSINESS ENTERPRISES(SBE)

The following DBE requirements apply to the resulting contract of this solicitation:

- (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.
- (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

- (c) DBE/SBE Goal.
RTC's overall voluntary goal for DBE participation is 3.6 % of the contract amount. You may visit the Nevada Unified Certification Program website at <http://nevadadbe.com/website/index.php> for a database of federally certified DBE firms.
- (d) Contractor shall supply monthly reports of DBE participation in a form acceptable to RTC.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions

required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause RTC to be in violation of the FTA terms and conditions.

8. TERMINATION (contracts exceeding \$10,000)

If the Contractor refuses or fails to execute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, RTC may terminate this contract for default. RTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, RTC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to RTC resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by RTC in completing the work.

The Contractor's right to proceed shall not be terminated, nor shall the Contractor be charged with damages, under this clause if:

- (a) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with RTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (b) The contractor, within [10] days from the beginning of any delay, notifies RTC in writing of the causes of delay. If in the judgment of RTC, the delay is excusable, the time for completing the work shall be extended. The judgment of RTC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of RTC.

9. SUSPENSION AND DEBARMENT (contracts over \$25,000)

Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB Guidelines for Agencies on Government-wide Suspension and Debarment (Non-Procurement)] and under DOT supervision thru Subtitle B, Part 1200 (Non-Procurement Debarment and Suspension) mandate that RTC (grantee), contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. The contract resulting from this procurement is a covered transaction for purposes of 2 CFR Part 180. RTC does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

10. BUY AMERICA REQUIREMENTS (contracts over \$150,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Proposals/bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. (See Form in Bid Documents)

11. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION (contracts over \$150,000)

RTC PROTEST PROCEDURES

Any Bidder may protest to the Owner the proposed award of a contract by the RTC Commission provided the Bidder complies with the procedure set forth below. The RTC Commission will not consider any appeal unless the Bidder complies with this procedure. In order for a bid protest to be considered by the Owner, it must be submitted by a Bidder in accordance with the procedures set forth herein. A protest which is submitted by a party which is not a Bidder, or which is not in accordance with the

procedures shall not be considered by the Owner, and will be returned to the submitting party without any further action by the Owner.

Filing a Notice of Protest on a Bid

A Bidder may file a notice of protest with the Owner if:

It submitted a bid on a contract that was required to be advertised pursuant to NRS 332 or NRS 338; and

The bids were opened; and

Within the period specified by the Owner, the Bidder filed a notice of protest regarding the awarding of the contract;

The Bidder believes the applicable provisions of law were violated.

Notice of Protest Procedure

A notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated.

A Bidder filing a notice of protest is required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

1. Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
2. Two Hundred Fifty Thousand Dollars

Protests must be submitted in writing within five business days after the bid opening date. Protests must be submitted to:

Regional Transportation Commission,
Attn: Manager, Purchasing & Contracts,
600 South Grand Central Parkway, Suite 350,

Las Vegas, Nevada 89106-4512.

All protests must be received at the appropriate Owner's address listed above during normal office hours.

Effect of Protests on Procurement Action

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the Owner on the protest.

A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Owner has made a determination of the protest and awarded the project.

The Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the bidder files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Owner in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

Resolution of Protests

Upon receipt of a notice of protest, the Purchasing and Contracts department will notify General Counsel, the Assistant General Manager and the General Manager. Purchasing and Contracts will notify the protester in writing within two days after the receipt of the notice of protest that the protest is being considered. In the notification, Purchasing and Contracts will inform the protester of any additional information required for evaluation of the protest by the owner, and the protester will be given two days to provide the omitted or incomplete information, protest bond, or documentation in order for the protest to be further considered. If complete information is not received, Owner need not consider the protest any further.

After receipt of a complete notice of protest and protest bond or other security, Purchasing and Contracts will review protest for validity and will work with the protester, and any other interested party to resolve.

Absent resolution, staff will notify the General Manager, who will make a recommendation to the RTC commission of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protester and other parties, and the Owner's own investigation and analysis of what provisions of the law were violated.

If the protest is upheld, the Owner will take appropriate action to correct the procurement process and protect the rights of the protester, including re-solicitation, revised evaluation of bids, Owner determination or termination of the contract.

If the protest is denied, the Owner will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the contract.

A protester adversely affected by a bid protest decision by the RTC Commission may appeal such decision to the Eighth Judicial District Court of Nevada.

Federal Transit Administration Appeals

If the Owner procurement is funded by the Federal Transit Administration (FTA), the provisions of this section apply.

The initial protest must be reported or disclosed by the Owner to the FTA.

A protester adversely affected by a bid protest decision of the RTC Commission may submit a protest to the FTA in accordance with the provisions of FTA circular 4220.1F, or a currently in effect as of the date of the Owner's decision on the bid protest.

Under the provision of the FTA circular, FTA will only review protests regarding the alleged failure of the Owner to have written protest procedures or to have followed such protest procedures.

In accordance with the FTA circular, such protests must be filed no later than five days after a final decision is rendered under the Owner's protest procedure. In instances where the protester alleges that the RTC failed to make a final determination on the protest, protesters must file a protest

with the FTA no later than five days after the protester knew or should have known of the Owner's failure to render a final determination of the protest.

Under the following conditions, the RTC may proceed with the procurement in spite of a pending protest to the FTA:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the RTC or the Federal Government.

In addition to, or as an alternative to a protest to the FTA, a protester adversely affected by a bid protest decision by the Commission may also appeal such decision to the Eighth Judicial District Court of Nevada.

12. LOBBYING (contracts over \$150,000)

Contractors shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying" (see bid documents). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to RTC.

13. CLEAN AIR REQUIREMENTS (contracts over \$150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract

exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. CLEAN WATER REQUIREMENTS (contracts over \$150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part

301-10, which provide that recipients and sub-recipients (such as RTC) of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sections 6321 et seq.

18. RECYCLED PRODUCTS (applicable to procurement actions in excess of \$10,000 involving items designated by the EPA in their "Comprehensive Procurement Guideline for Products Containing Recovered Materials")

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

19. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE (ITS Projects)

To the extent applicable RTC, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 FR 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

20. ADA ACCESS

Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, which prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractor agrees to comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

CERTIFICATION REGARDING LOBBYING

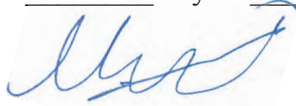
I, Harshal Desai, the undersigned hereby certify on behalf
(Typed Name and Title of Company Official)
of Atkins North America, Inc. to the best of his or her knowledge
(Typed Name of Company)

and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executed this 12/11/2018 day of December, 2018

By: 
(Signature of Authorized Official)
Vice President
(Title of Authorized Official)

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

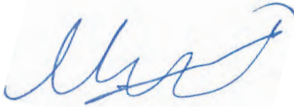
1. The Lower Tier Participant, Atkins North America, Inc.,
[Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, _____,
[Typed Name of Contractor]

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF EXECUTIVE ORDERS NOS. 12549 AND 12689, "DEBARMENT AND SUSPENSION," 31 U.S.C. SECTIONS 6101 *ET SEQ.*, AND "GOVERNMENTWIDE DEBARMENT AND SUSPENSION," 49 C.F.R. PART 29 ARE APPLICABLE THERETO.



Vice President

(Signature and Title of Authorized Official)

12/11/2018

Date

ASSURANCE OF SMALL BUSINESS ELEMENT PARTICIPATION

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID.

The Regional Transportation Commission of Southern Nevada (RTC) has established a goal to identify, communicate and work with socially and economically disadvantaged businesses in the RTC procurement process of construction projects, commodities, and services. The RTC wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process. Therefore, RTC expects all general contractors to solicit Disadvantaged Business Enterprises (DBE) and Small Business Elements (SBE) certified in accordance with U.S. Department of Transportation regulations, 49CFR Part 26, as subcontractors and material suppliers.

The Proponent hereby assures that it shall make Good Faith Efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a specified percentage of the dollar value of the Contract to small business concerns owned and controlled by socially and economically disadvantaged individuals.

The apparent successful Proponent will be required to submit information concerning the DBEs/SBEs that will participate in this Contract. The information will include the name and address of each DBE/SBE, a description of the work to be performed by each named firm, and the dollar value of the contract.

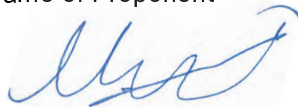
Any substitutions of DBE/SBE firms shall comply with provisions of the Contract. In the event that the Proponent is unable to fulfill the goal requirement, the Proponent has attached documentation detailing its good faith efforts to meet the goal.

(Proponent shall insert the percentage for DBE/SBE participation even if the percentage is less than the Contract goal).

Atkins North America, Inc.

Name of Proponent

By:



(Signature of Authorized Representative*)

Name:

Harshal Desai

(Type or Print)

Title:

Vice President

Date:

12/11/2018

***This Proponent's Assurance shall be executed by a duly authorized representative of the firm.**

GUIDANCE CONCERNING GOOD FAITH EFFORTS 49 CFR PART 26 APPENDIX A

TITLE 49 - TRANSPORTATION

SUBTITLE A - OFFICE OF THE SECRETARY OF TRANSPORTATION

PART 26 - PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

subpart f - COMPLIANCE AND ENFORCEMENT

Appendix A to Part 26 - Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

FEDERAL DBE/SBE SUBCONTRACTOR VENDOR INFORMATION FORM

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID/PROPOSAL.

NAME OF DBE/SBE	CONTACT PERSON AND PHONE NUMBER	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	DOLLAR VALUE OF CONTRACT	PERCENT DBE/SBE	*DESIGNATION GROUP (a-f)	AMOUNT TOWARDS DBE/SBE GOAL
Ericka Aviles Consulting	Ericka Aviles, 702.300.7670	Public Outreach Services	NEED	100%	b, f, and SBE	\$6,480

*100% for DBE/SBE subcontractors and manufacturers self-performing the work, 60% for DBE/SBE suppliers (regular dealers)

For all Firms listed as Disadvantaged Business Enterprises (DBEs) or Small Business Enterprises (SBEs), attach a copy of the current certification letter.

Bid Amount (Base Bid Total, Allowances, and all Additives Alternates): \$ 179,836.40

Total DBE/SBE Amount: \$ 6,480.00

Percentage of DBE/SBE Participation 3.6 %

Atkins North America, Inc.

Name of Proponent 

Signature of Authorized Representative _____

Date: 12/11/2018

Harshal Desai

Authorized Representative (Type or Print)

Vice President

Title

(*) **Designation Group:**
 (a) Black American
 (b) Hispanic American
 (c) Native American
 (d) Asian-Indian American
 (e) Asian-Pacific American
 (f) Female



Nevada Unified Certification Program

This is to Certify that:

Ericka Aviles Consulting LLC

Is registered as a Disadvantaged Business Enterprise and Small Business Enterprise in the

Nevada Unified Certification Program

Under the Provisions of 49 CFR Part 26

And is Therefore Recognized This March 29, 2018

And supersedes any certification or listing previously issued

Certificate No. NV20421755NUCP





STATE OF NEVADA
UNIFIED CERTIFICATION PROGRAM
600 S. Grand Central Pkwy., Ste 142
Las Vegas, NV 89106
(702) 730-3309



March 29, 2018

Ericka Aviles
Ericka Aviles Consulting LLC
11174 Coco Lane
Las Vegas, NV 89141

Re: Annual Disadvantaged Business Enterprise (DBE) Certification Update

Dear Ericka Aviles:

The Nevada Unified Certification Program (NUCP) is pleased to announce that your firm's certification as a Disadvantaged Business Enterprise (DBE) in Nevada has been updated in accordance with 49 CFR Part 26. Your certification number is NV20421755NUCP, and your firm is certified in the following areas:

- NAICS 541613: MARKETING CONSULTING SERVICES
- NAICS 541820: PUBLIC RELATIONS CONSULTING SERVICES
- NAICS 541830: MEDIA BUYING SERVICES
- NAICS 541930: TRANSLATION AND INTERPRETATION SERVICES
- NAICS 561520: TOUR OPERATORS
- NAICS 561920: CONVENTION SERVICES

Your firm will be listed in Nevada's Certified Vendors Directory which can be accessed via the internet at www.nevadadbe.com. So long as the firm is listed, it is considered DBE/SBE certified by all NUCP member agencies.

DBE/SBE certification is continuous from the date of this letter, but is **contingent upon the firm renewing eligibility annually**, by or before your annual certification date March 29, 2019 You will be notified in advance of your obligation to continue eligibility by submitting a No Change Affidavit (NCA). Failure to submit forms and/or change of information will be deemed a failure to cooperate under the Regulation and may result in your firm being decertified.

DBE/SBE certification is NOT a guarantee of work, but enables your firm to compete for, and perform, contract work as a DBE contractor, subcontractor, consultant, subconsultant or material supplier on all USDOT Federal Aid (FAA, FTA and FHWA) as well as state funded projects in Nevada.

If, at any time, there is a material change in your firm, including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals, or physical location of the firm, you must notify this office in writing without delay and in no event not more than 30 days from the change, and must include supporting documentation. You will receive timely instruction as to how you should proceed, if necessary.

The NUCP reserves the right to withdraw this certification if at any time, it is determined that certification was knowingly obtained by false, misleading, or incorrect information. DBE/SBE certification is subject to review at any time.

We wish you great success as a Nevada certified DBE. Please contact me at (702) 730-3309 or PDeLaCruz@dot.nv.gov if you have any questions or need additional information.

Sincerely,

DBE Specialist

NDOT External Civil Rights Division

FEDERAL PROJECTS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) / SMALL BUSINESS ELEMENT (SBE) VERIFICATION FORM

NAME OF PRIME CONTRACTOR OR CONSULTANT: **Atkins North America, Inc.**

TITLE OF RTC PROJECT: **RFP No. 19-011 Stadium District Transportation Plan**

INVOICE REPORTING PERIOD: **N/A-proposal phase** INVOICE NUMBER: **N/A-proposal phase**

NAME OF DBE / SBE SUBCONTRACTOR(S) OR SUBCONSULTANT(S)	TYPES OF SERVICES PROVIDED	TOTAL \$ AMOUNT AWARDED TO DBE/SBE FIRM	\$ AMOUNT SUBCONTRACTED TO ANOTHER DBE/SBE FIRM	\$ AMOUNT SUBCONTRACTED TO NON-DBE/SBE FIRM	TOTAL AMOUNT SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (Towards DBE/SBE Goal)	% OF WORK SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (CUF) (Towards DBE/SBE Goal)
(1) Ericka Aviles Consulting	Outreach	\$ TBD - N/A-proposal phase	\$ TBD - N/A-proposal phase	\$ TBD - N/A-proposal phase	\$ TBD - N/A-proposal phase	TBD - N/A-proposal phase
(2)		\$	\$	\$	\$	
(3)		\$	\$	\$	\$	
(4)		\$	\$	\$	\$	
(5)		\$	\$	\$	\$	
(6)		\$	\$	\$	\$	
(7)		\$	\$	\$	\$	
(8)		\$	\$	\$	\$	
TOTALS:		\$	\$	\$	\$	

Note: If there is no DBE/SBE activity for this time period, indicate so by filling in zeros after the name of each DBE/SBE. Count 100% for DBE / SBE subcontractors and manufacturers for work they are self-performing; 60% for DBE / SBE suppliers (regular dealers).

PROJECTED DBE/SBE PARTICIPATION AT CONTRACT COMPLETION: **3.6** %



 SIGNATURE: **Harshal Desai** AUTHORIZED REPRESENTATIVE

 DATE: **December 11, 2018**

This form must be completed, signed, dated, and submitted to the RTC with each invoice or the invoice will not be paid.

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request. **N/A - Proposal Phase:** Atkins will comply with the form at time of invoicing.

Re: Payment Request No. _____

I, _____ (Name), the _____
(Title - e.g., President, Vice President, etc.) of _____
("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

- 1. Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than five (5) business days after Company received payment from RTC.
- 2. Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by RTC. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the RTC may cause the Payment Request to be rejected by RTC.)
- 3. All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not RTC has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.
- 4. There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the RTC Authorized Representative.

Attach a copy of the written approval from the RTC Authorized Representative.

Atkins North America, Inc.

Company Name

Signature

Harshal Desai, PE, CFM

Print Name

Date: 12/11/2018

Subscribed and sworn to before me this _____ day of December 2018.

Notary Public

N/A - Proposal Phase: Atkins
will comply with the form at time
of invoicing.

BIDDERS LIST (REQUIRED AT BID DUE DATE)

Project: RFP No. 19-011, Stadium District Plan **Date:** 12/11/2018
Submitted by: Atkins North America, Inc.

Prime Contractor (Bidder) Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via Nevada's UCP Directory)	Age of Firm	Annual Gross Receipts
Atkins North America, Inc.	2270 Corporate Circle, Ste. 200, Henderson, NV 89074 702.263.7275	Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
Sub-bidder Firm Names	Firm Address/ Phone #	DBE or Non-DBE Status (verify via Nevada's UCP Directory)	Age of Firm	Annual Gross Receipts
Kimley Horn and Associates	6671 Las Vegas Boulevard South, Suite 320, Las Vegas, NV 89119 702.862.3633	Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
Ericka Aviles Consulting	11174 Coco Lane, Las Vegas, NV 89141 702.300.7670	DBE.SBE	<input type="checkbox"/> Less than 1 year <input checked="" type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input checked="" type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
The JABarrett Company	3271 South Highland Drive, Suite 702 Las Vegas, NV 89109 702.400.9859	Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input checked="" type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input checked="" type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. RTC’s SBE goal for this project is stated in the Solicitation Documents. The Bidder/Proponent shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as RTC deems appropriate. Each subcontract the Bidder/Proponent signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13 (b)). The Bidder/Proponent is required to pay its sub-contractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Bidder’s receipt of payment for that work for RTC. In addition, the Bidder/Proponent may not hold retainage from its sub-contractor.

The Bidder/Proponent must promptly notify RTC whenever a DBE sub-contractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-contractor to perform at least the same amount of work. The Bidder/Proponent may not terminate any DBE sub-contractor and perform that work through its own forces or those of an affiliate without prior written consent of RTC.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Each Bidder/Proponent shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each Bidder/Proponent must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rolling stock: [Appendix 9 I](#); DBE Certification for Rolling stock: [Appendix 9 J](#) (Required) Contract Assurance (§26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Company Name Atkins North America, Inc.

Signature 

Title Vice President

Date 12/11/2018

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**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input checked="" type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: APPROVE AMENDMENT		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 01 TO CONTRACT 19-020DS, LAS VEGAS BOULEVARD MAX STATIONS AMERICANS WITH DISABILITIES IMPROVEMENTS DESIGN SERVICES, WITH CA GROUP, INC IN THE NOT-TO-EXCEED AMOUNT OF \$5,500.00 FOR THE BASE TERM CONTRACT PERIOD, FOR A REVISED TOTAL NOT-TO-EXCEED BASE TERM CONTRACT AMOUNT OF \$76,900.00, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

Funds in the amount of \$5,500.00 are budgeted and available in the Transit Fund for Fiscal Year 2019.


BACKGROUND:

On October 11, 2018, the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners awarded contract 19-020DS, Las Vegas Boulevard Max Stations American with Disabilities Act (ADA) Improvements, to CA Group for professional design services.

Amendment No. 1 will amend the scope of services to include additional survey and engineering design services. A tripping and/or safety hazard exists at Max route station ID 4295 and requires immediate remediation on the trench drain and tactile warning strip.

This recommendation is to approve Amendment No. 1, to add \$5,500.00 to the contract. The total revised contract not-to-exceed amount is \$76,900.00.

Respectfully submitted,

DocuSigned by:

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TINA QUIGLEY
General Manager

**RTC Item #35
February 14, 2019
Consent**

**AMENDMENT NO. 01
CONTRACT NO. 19-020DS
DESIGN SERVICES FOR LAS VEGAS BOULEVARD MAX STATIONS ADA IMPROVEMENTS**

This AMENDMENT NO. 01 is made and entered into on this **14th** day of **February 2019**, by and between the Regional Transportation Commission of Southern Nevada, (“RTC”) and CA Group, Inc. (“CONSULTANT”), collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS, the PARTIES entered into CONTRACT NO. 19-020DS entitled “Design Services for Las Vegas Boulevard Max Stations ADA Improvements” on October 11, 2018; and

WHEREAS, the PARTIES desire to amend the CONTRACT to add funds for additional services;

NOW THEREFORE, the PARTIES agree as follows:

AGREEMENT

1. In accordance with the CONTRACT Section B-3 Prices/Costs/Deliverables (b), the PARTIES mutually agree to amend the not-to-exceed amount for the base contract term from Seventy-one thousand four hundred dollars and zero cents (\$71,400.00) to Seventy-six thousand nine hundred dollars and zero cents (\$76,900.00).

All other provisions, covenants and conditions of the original CONTRACT shall remain in full force and effect and the CONTRACT is incorporated into this AMENDMENT NO. 01 by reference.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 01 as of the date first written above.

CA GROUP, INC.

REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA


By: 
8218289977324A1

JAMES CAVIOLA, P.E., PTOE
President

By: _____
LAWRENCE BROWN III
Chairman

APPROVED AS TO FORM:

ATTEST:

By: 
0E6FC228B31B4A3

GREG GILBERT
RTC Outside General Counsel

MARIN DUBOIS
Management Analyst

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: APPROVE AND ADOPT RESOLUTION 532		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AND ADOPT THE 2019 DEFEASANCE REQUEST RESOLUTION, RESOLUTION 532 REQUESTING THE BOARD OF CLARK COUNTY COMMISSIONERS DEFEASE AND REDEEM THE OUTSTANDING HIGHWAY REVENUE (MOTOR VEHICLE FUEL TAX) IMPROVEMENT AND REFUNDING BONDS, SERIES 2007, (THE 2007 BONDS), AND THE HIGHWAY REVENUE (MOTOR VEHICLE FUEL TAX) IMPROVEMENT BONDS, SERIES 2010A1 (TAXABLE DIRECT PAY BUILD AMERICA BONDS), (THE 2010A1 BONDS); AUTHORIZE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION AND OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Redemption of the 2007 Bonds \$64,700,000.00, and redemption of the 2010A1 Bonds \$32,595,000.00 for a total of \$97,295,000.00 available in the Highway Improvement Acquisition Fund. Annual interest savings are \$3,329,401.00, and total interest savings over the remaining life of the bonds are \$27,435,920.

BACKGROUND:

The Clark County, Nevada, Highway Revenue (Motor Vehicle Fuel Tax) Improvement and Refunding Bonds, Series 2007, which are currently outstanding in the principal amount of \$64,700,000.00 and the Clark County, Nevada, Highway Revenue (Motor Vehicle Fuel Tax) Improvement Bonds, Series 2010A1 (Taxable Direct Pay Build America Bonds), which are currently outstanding in the principal amount of \$32,595,000.00, were previously issued to fund various road construction projects. Cash balances in the Highway Improvement Acquisition Fund are currently adequate and available to redeem the outstanding balances of these bond issues for significant interest savings. The redemption of these bonds will also enable the RTC to pledge additional fuel tax revenues to future bonds as they may be needed.

Respectfully submitted,

DocuSigned by:

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TINA QUIGLEY
General Manager

RTC Item #36
February 14, 2019
Consent

mt

RESOLUTION NO. 532

A RESOLUTION REQUESTING THE BOARD OF COUNTY COMMISSIONERS TO DEFEASE AND PAY CERTAIN REVENUE BONDS.

WHEREAS, pursuant to Chapters 350, 373 and 365, Nevada Revised Statutes (collectively, the "Acts"), the Board of County Commissioners (the "Board") of Clark County, Nevada (the "County"), upon the request of the Regional Transportation Commission of Southern Nevada (the "Commission"), has previously issued the Clark County, Nevada, Highway Revenue (Motor Vehicle Fuel Tax) Improvement and Refunding Bonds, Series 2007 (the "2007 Bonds") which are currently outstanding the principal amount of \$64,700,000 and the Clark County, Nevada, Highway Revenue (Motor Vehicle Fuel Tax) Improvement Bonds, Series 2010A1 (Taxable Direct Pay Build America Bonds) (the "2010A1 Bonds") which are currently outstanding the principal amount of \$32,595,000; and

WHEREAS, the Commission deems it advisable to defease and pay the 2007 Bonds and the 2010A1 Bonds on the applicable earliest optional redemption date.

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA:

Section 1. This resolution shall be known as the "2019 Defeasance Request Resolution."

Section 2. The Board is hereby requested to defease and redeem the outstanding 2007 Bonds and the outstanding 2010A1 Bonds with legally available funds provided by the Commission on the applicable earliest optional redemption date.

Section 3. The Secretary to the Commission is hereby directed to certify a copy of this resolution to the Board of the County, thereby formally requesting that the Board proceed to defease and redeem the outstanding 2007 Bonds and the outstanding 2010A1 Bonds with legally available funds provided by the Commission on the applicable earliest optional redemption date.

Section 4. This resolution shall become effective on its passage and adoption.

PASSED, ADOPTED AND APPROVED this February 14, 2019.

Attest:

Chairman
Regional Transportation Commission

Secretary

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: SUBGRANT AGREEMENT		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF ENVIRONMENTAL PROTECTION BUREAU OF AIR QUALITY PLANNING SUBGRANT AGREEMENT AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)		
GOAL : SECURE FUNDING FOR EXPANSION, OPERATION, AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Funds in the amount of \$300,000.00 will be provided by the Department of Conservation and Natural Resources Division of Environmental Protection Bureau of Air Quality Planning (the Division) to the RTC Public Transit Fund toward the replacement of five diesel powered buses with compressed natural gas powered buses.

BACKGROUND:

The Division was authorized to oversee the distribution of approximately \$24.8 million in settlement money from the Volkswagen Settlement Mitigation Trust Fund Program. The Division must develop a Beneficiary Mitigation Plan that specifies how these funds will be distributed to eligible projects in order to achieve the maximum air quality benefits for the people of Nevada.

The Division awarded \$300,000.00 to the Regional Transportation Commission of Southern Nevada after a competitive selection process.

Respectfully submitted,

DocuSigned by:

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TINA QUIGLEY
General Manager

**RTC Item #37
February 14, 2019
Consent**

SUBGRANT AGREEMENT

A Subgrant awarded by:

**Department of Conservation and Natural Resources
Division of Environmental Protection
Bureau of Air Quality Planning
901 S. Stewart Street, Suite 4001, Carson City, NV 89701-5249
Phone: (775) 687-4670 Fax: (775) 687-5856**

hereinafter the "Division"

and awarded to:

**Southern Nevada RTC
600 S Grand Central Parkway, Suite 350
Las Vegas, NV 89106-4512
Contact: Sherwin Gutierrez
Phone: (702) 676-1509**

hereinafter the "Subgrantee"

WHEREAS, NRS 445.230 authorizes the Division to receive grants or other funds from a public or private agency; and

WHEREAS, it is deemed that the project purposes hereinafter set forth are consistent with the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries that provides support for this Subgrant;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Subgrant shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees, and immune contractors as defined in NRS 41.0307.
3. SUBGRANT TERM. This Subgrant shall be effective to December 1, 2020, unless sooner terminated by either party as set forth in this Subgrant.
4. TERMINATION. This Subgrant may be terminated by either party prior to the date set forth in paragraph 3, provided that termination shall not be effective until 30 days after a party has served written notice upon the other party. This Subgrant may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Subgrant shall be terminated immediately if for any reason the funding ability to satisfy this Subgrant is withdrawn, limited, or impaired by Wilmington Trust, acting on behalf of the Environmental Mitigation Trust Agreement for State Beneficiaries.
5. NOTICE. All notices or other communications required or permitted to be given under this Subgrant shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Subgrant incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT: Scope of Work (consisting of 3 pages)

ATTACHMENT: Additional Division Terms and Conditions (consisting of 3 pages)

7. CONSIDERATION. Subgrantee agrees to provide the services set forth in paragraph 6 at a cost not exceeding \$300,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Subgrant term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Subgrant are also specifically a part of this Subgrant and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related, or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Subgrant must be retained a minimum of 3 years from the date of final payment by or on behalf of the State to the Subgrantee, and only after all other pending matters are closed. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Subgrant shall be deemed a breach. Except as otherwise provided for by law or this Subgrant, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, reasonable shall be deemed \$125 per hour.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Subgrant liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Subgrant, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Subgrant if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Subgrant after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph 11 of this Subgrant, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PARTIES. The parties are associated with each other only for the purposes and to the extent set forth in this Subgrant. In respect to performance of services pursuant to this Subgrant, each party is and shall be separate and distinct from the other party and, subject only to the terms of this Subgrant, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Subgrant. Nothing contained in this Subgrant shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Subgrant or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Subgrant is held to be unenforceable by a court of law or equity, this Subgrant shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Subgrant unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Subgrant without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Subgrant shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Subgrant.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Subgrant on behalf of each party has full power and authority to enter into this Subgrant and that the parties are authorized by law to perform the services set forth in paragraph 6.

22. GOVERNING LAW; JURISDICTION. This Subgrant and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Subgrant.

23. ENTIRE AGREEMENT AND MODIFICATION. This Subgrant and its integrated attachments constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Subgrant specifically displays a mutual intent to amend a particular part of this Subgrant, general conflicts in language between any such attachment and this Subgrant shall be construed consistent with the terms of this Subgrant. Unless otherwise expressly authorized by the terms of this Subgrant, no modification or amendment to this Subgrant shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Subgrant to be signed and intend to be legally bound thereby.

SUBGRANTEE

By: _____
Signature

Name: _____

Title: _____ Date: _____

By: _____
Signature

Name: _____

Title: _____ Date: _____

DIVISION ADMINISTRATOR

By: _____
Signature

Name: Greg Lovato

Title: Administrator Date: _____

OFM Fiscal

By: _____
Signature

Name: Rebecca Bustos

Title: Budget Analyst Date: _____

**SCOPE OF WORK
ATTACHMENT TO SUBGRANT AGREEMENT
SUBGRANT CONTROL #DEP-S19-013
BENEFICIARY PROJECT ID# NVDEMF 18-13**

This is a Category 2 Eligible Mitigation Action of the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries (State Trust). It is for the replacement of five (5) diesel-powered transit buses. These replacements will provide a direct benefit to air quality by hastening the Subgrantee's fleet turnover, providing a reduction in vehicle emissions.

Information about the vehicles being replaced is provided in the table below:

Unit Number	Vehicle License Plate Number	Vehicle Identification Number	Engine Serial Number	Award Amount
Unit 1	EX54518	SFET223117GN11899	35184597	\$ 60,000.00
Unit 2	EX55234	SFET223107GN11909	35185923	\$ 60,000.00
Unit 3	EX55237	SFET223107GN11912	35185929	\$ 60,000.00
Unit 4	EX55082	SFET223127GN11913	35184584	\$ 60,000.00
Unit 5	EX55084	SFET223167GN11946	35185928	\$ 60,000.00

The duties and obligations of the Subgrantee and the Division, in addition to those set forth elsewhere in this Subgrant Agreement, are as follows:

The Subgrantee shall:

1. Replace the five (5) diesel-powered transit buses with five (5) natural gas-powered replacements where the new engine model year is the same year when the Eligible Mitigation Action occurs or one engine model year prior. Purchases should be completed with all components necessary to operate the vehicles.
2. The five (5) diesel-powered transit buses shall be scrapped within ninety (90) days of receipt of the new vehicles. The vehicles will be disabled in accordance with the following conditions:
 - a. By making the engine no longer operational. The preferred engine scrapping method is cutting a three-inch hole in the engine block (the part of the engine containing the cylinders).
 - b. By disabling the chassis. The preferred method is completely cutting through the frame/frame rails on each side at a point located between the front and rear axles.
 - c. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.).

Other methods may be considered, but prior approval by the Division is required.

3. Provide the Division with the appropriate evidence of disposal. For every vehicle being replaced, this includes:

- a. Digital photos of:
 1. Side profile photo of the vehicle;
 2. The Vehicle Identification Number;
 3. The engine label clearly showing the engine serial number, engine family number, and engine model year;
 4. The engine block prior to the hole;
 5. The engine block after the hole;
 6. The completely cut chassis rail(s); and
 7. As needed, any additional photos.

If other scrappage methods are approved by the Division, then the Division will provide additional information on what will be considered appropriate evidence of disposal at that time.

Note that if any vehicle is missing an engine label or the engine label has been damaged/worn off such that the engine serial number cannot be read, photos of where the label should be located/photos of the damaged/worn off engine serial number are still required and must be provided by Subgrantee before the Division will consider the project complete.

- b. A completed Division Certificate of Engine/Chassis Destruction.

4. Provide high-resolution digital photos of the new vehicles to the Division for public relations purposes.

5. After receipt of the five (5) natural gas-powered replacements, invoice the Division the full purchase price of the vehicles. On a per vehicle basis, the Division's share of the purchase price will not exceed the award amounts listed on page 1 of this Scope of Work. Invoices should include documentation such as copies of receipts, bid documents, or invoices received from suppliers. Invoices should also provide the vehicle/equipment identification information such as serial numbers, make, and model numbers. Unless otherwise agreed by both parties, final invoices must be submitted to the Division no later than 30 days prior to the end of the Subgrant Term (paragraph 3 of the Subgrant Agreement).

6. Provide any information to the Division necessary to complete a State Trust APPENDIX D-4 Beneficiary Eligible Mitigation Action Certification Attachment A Funding Request and Direction submission to Wilmington Trust.

7. Hold title to the five (5) natural gas-powered replacements, insure and register them in accordance with Nevada state law, retain ownership of them for at least five (5) years, and maintain them to the manufacturer's recommended maintenance schedule through the manufacturer's warranty period.

The Division shall:

1. Submit to Wilmington Trust, the State Trust's designated Trustee, all necessary documentation relating to an APPENDIX D-4 Beneficiary Eligible Mitigation Action Certification submission and provide timely updates to the Subgrantee regarding the status of said submission. The Division shall also provide a copy of the APPENDIX D-4 Beneficiary Eligible Mitigation Action Certification submission to the Subgrantee—excluding any Division confidential business information—when the documents are submitted to Wilmington Trust.
2. Act in a timely manner to review all quarterly progress reports/evidence provided by the Subgrantee to minimize any delays in the completion of this Subgrant.
3. Upon the Division's determination that the Subgrantee has provided sufficient evidence to the Division that the Subgrantee has fulfilled the terms of the Subgrant, instruct Wilmington Trust to pay the invoices submitted by the Subgrantee during the period of the Subgrant through an APPENDIX D-4 Attachment A submission. Once a request for disbursement of funds has been made, Wilmington Trust has fifteen (15) days to disburse funds, unless such date is not a business day and then the payment shall be made on the next succeeding business day.

ADDITIONAL DIVISION TERMS & CONDITIONS
ATTACHMENT TO SUBGRANT AGREEMENT
SUBGRANT CONTROL #DEP-S19-013
BENEFICIARY PROJECT ID# NVDEMF 18-13

1. The Division shall pay no more compensation than the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits) for individual consultants retained by the Subgrantee or by the Subgrantee's contractors or subcontractors. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate.

2. *NDEP shall only reimburse the Subgrantee for actual cash disbursed.*

3. The Subgrantee shall, as part of its approved Beneficiary Eligible Mitigation Action Certification and budget under this Subgrant, provide third party match funds of not less than: \$3,139,174.04.

4. Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address the progress made achieving this Subgrant's goals. The Subgrantee shall use a template provided by the Division for completing and submitting these quarterly reports. The Subgrantee shall submit quarterly reports to the Division according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day.

January 1 – March 31 Reporting Period: Report due date April 10

April 1 – June 30 Reporting Period: Report due date July 10

July 1 – September 30 Reporting Period: Report due date October 10

October 1 – December 31 Reporting Period: Report due date January 10

If a project start date falls within a defined Reporting Period, the Subgrantee must report for that period by the given due date. This quarterly reporting schedule shall be repeated for the duration of the Subgrant. Repeated failures by the Subgrantee to submit quarterly progress reports by their respective due dates may result in the Termination of this Subgrant Agreement.

5. All payments under this Subgrant are contingent upon the notice of approval of sufficient funds to the Division, necessary to carry out the provisions of this Subgrant, from Wilmington Trust, the Trustee acting behalf of the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries, (can take up to 60 days). The Division shall determine if it has received the specific approval necessary to fund this Subgrant. If Wilmington Trust denies the request to funds this Subgrant, the Division is under no obligation to supply funding for this Subgrant. The approval of sufficient funds by Wilmington Trust is a condition precedent to the Division's obligation to ensure Wilmington Trust disburses payment under this Subgrant (disbursement of payment can take up to an additional 15 days). Nothing in this Subgrant shall be construed to provide the Subgrantee with a right of payment over any other entity. If any payments that are otherwise due to the Subgrantee under this Subgrant are deferred because of unavailability of sufficient funds, such payments will promptly be made to the Subgrantee if sufficient funds later become available.

6. Notwithstanding the terms of paragraph 5, and at the sole discretion of the Division, payments will not be made by the Division unless all required reports or deliverables have been submitted to and approved by the Division.

7. Any funds obligated by the Division under this Subgrant that are not expended by the Subgrantee upon the completion, termination or cancellation of this Subgrant shall be returned to Wilmington Trust, the Trustee acting behalf of the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries. The Division shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Subgrantee. The Subgrantee shall have no claim of any sort to such unexpended funds.

8. The books, records, documents, and accounting procedures and practices of the Subgrantee or any subcontractor relevant to this Subgrant shall be subject to inspection, examination, and audit by the State of Nevada, the Division, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States, or any authorized representative of those entities.

9. All books, reports, studies, photographs, negatives, annual reports, other documents, data, materials, or drawings prepared by or supplied to the Subgrantee in the performance of its obligations under this Subgrant shall be the joint property of both parties. Such items must be retained by the Subgrantee for a minimum of three years from the date of final payment by the Division to the Subgrantee, and only after all other pending matters are closed. If requested by the Division at any time within the retention period, any such materials shall be remitted and delivered by the Subgrantee, at the Subgrantee's expense, to the Division. The Division does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report, or product of any kind that the Subgrantee may disclose or use for purposes other than the performance of the Subgrantee's obligations under this Subgrant. For any work outside the obligations of this Subgrant, the Subgrantee must include a disclaimer that the information, report, or products are the views and opinions of the Subgrantee and do not necessarily state or reflect those of the Division nor bind the Division.

10. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Subgrant, the Subgrantee shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection's Diesel Emission Mitigation Fund. The Subgrantee will insure that the Division is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with the Division prior to being published.

11. The Subgrantee shall use recycled paper for all reports that are prepared as part of this Subgrant and delivered to the Division. This requirement does not apply to standard forms.

12. The Subgrantee, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action, or liability arising from the performance of this Subgrant by the Subgrantee or the Subgrantee's agents or employees or any subcontractor or their agents or employees. The Division, to the extent provided by Nevada law, shall

indemnify and save and hold the Subgrantee, its agents, and employees harmless from any and all claims, causes of action, or liability arising from the performance of this Subgrant by the Division or the Division's agents or employees.

13. The Subgrantee shall be construed and interpreted according to the laws of the State of Nevada and conditions established in the Volkswagen Environmental Mitigation Agreement for State Beneficiaries. Nothing in this Subgrant shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this Subgrant shall be brought in the First Judicial District Court of the State of Nevada.

14. The Subgrantee shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Subgrant without the prior written consent of the Division.

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: FINANCE COMMITTEE		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPOINT THREE MEMBERS AND AN ALTERNATE TO THE RTC FINANCE COMMITTEE (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

None

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) Finance Committee (Committee) meets as needed to review the RTC’s budget for the following fiscal year and direct staff as to what items should be considered for inclusion in the budget. The Committee is comprised of three members and one alternate from the RTC Board of Commissioners (Board). Staff recommends the Board appoint three members and an alternate to the Committee. The final budget will be presented to the Board for its approval.

Respectfully submitted,

DocuSigned by:

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TINA QUIGLEY
General Manager

mld

**RTC Item #38
February 14, 2019
Non-Consent**

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: DISCUSS MATTERS RELATED TO POTENTIAL OR EXISTING LITIGATION		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER 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,

DocuSigned by:

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TINA QUIGLEY
General Manager

mld

**RTC Item #39
February 14, 2019
Non-Consent**

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: CITIZENS PARTICIPATION		
PETITIONER: TINA QUIGLEY, GENERAL MANAGER 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,

DocuSigned by:

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TINA QUIGLEY
General Manager

mld

**RTC Item #40
February 14, 2019
Non-Consent**

