

Location:



REGIONAL TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno, NV
Date/Time: 10:00 A.M. Friday, July 19, 2024

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA

- I. The Regional Transportation Commission Great Room is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube
- III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public that would like to provide presentation aids must bring eight (8) hard copies to be distributed to the Board members at the meeting. Alternatively, presentation aids may be emailed, in PDF format only, to mkraus@rtcwashoe.com prior to 4:00 p.m. on the day preceding the meeting to be distributed to the Board members in advance of the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (2) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- V. The supporting materials for the meeting will be available at <https://rtcwashoe.com/news/board-meeting-notes/>. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order:

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

2. Public Comment: *Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners.*

3. Approval of Agenda (For Possible Action)

4. Consent Items (For Possible Action):

- 4.1. Minutes
 - 4.1.1 Approve the meeting minutes for the 06/21/2024 RTC Board meeting. (For Possible Action)

4.2. Reports

- 4.2.1 Acknowledge Receipt of the monthly Procurement Activity Report. (For Possible Action)
- 4.2.2 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
- 4.2.3 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations Activity Report. (For Possible Action)
- 4.2.6 Acknowledge receipt of monthly Community and Media Outreach Activities Report. (For Possible Action)

4.3. Engineering Department

- 4.3.1 Authorize staff to pursue efforts to deliver the Sierra Street Bridge Replacement Project using the Construction Manager at Risk (CMAR) project delivery method, on a parallel path with planned and ongoing efforts to use the Design-Bid-Build project delivery method. (For Possible Action)
- 4.3.2 Approve an Interlocal Cooperative Agreement with the University of Nevada, Reno for research and engineering support activities from the Pavement Engineering and Science (PES) program in the amount of \$250,000. (For Possible Action)
- 4.3.3 Approve an administrative settlement in the amount of \$92,118 authorizing RTC to acquire certain property interests related to APN: 013-084-01 from Jentz Family Trust for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.3.4 Adopt a resolution declaring an intention to sell property (APN 004-082-18; APN 004-061-29; APN 004-061-20; APN 004-061-26; APN 004-061-22; and APN 035-033-02) to the City of Reno. (For Possible Action)

4.4. Public Transportation/Operations Department

- 4.4.1 Approve Amendment #1 to the contract with Spare Labs, Inc., (Order Form #SL-5055) for the Spare Platform software and services that RTC uses to manage its FlexRIDE service, to integrate additional modules (Spare Engage, Spare Dispatch, and Optimization Pro) and extend the contract term through July 31, 2027. (For Possible Action)
- 4.4.2 Approve a contract with Token Transit, Inc., to upgrade the mobile fare collection hardware and software across all services, in an amount not-to-exceed \$429,500. (For Possible Action)

5. Public Hearing:

- 5.1. Conduct a public hearing regarding approval of Amendment No. 3 to the 2050 Regional Transportation Plan (RTP); adopt a resolution approving Amendment No. 3 to the 2050 Regional Transportation Plan (RTP). (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

6. Discussion Items and Presentations:

- 6.1. Discuss and provide potential direction to staff regarding any legislative measures to be considered by the 83rd Session of the Nevada Legislature (2025). (Discussion Only)
- 6.2. Approve a Construction Manager-at-Risk (CMAR) contract with Granite Construction Company for the construction of the Arlington Avenue Bridges Project for a Guaranteed Maximum Price of \$32,340,102. (For Possible Action)
- 6.3. Acknowledge receipt of a presentation on the South Virginia Street Transit Oriented Development (TOD) Plan. (For Possible Action)
- 6.4. Acknowledge receipt of the RTC Strategic Roadmap for FY 2025-2027 and provide input and direction regarding next steps. (For Possible Action)
- 6.5. Approve the RTC Goals for Fiscal Year (FY) 2025 (July 1, 2024 to June 30, 2025). (For Possible Action)

7. Reports (Information Only):

- 7.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action taken.
- 7.2. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.
- 7.3. Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason or designated NDOT Deputy Director - no action will be taken.

8. Commissioner Announcements and Updates: *Announcements and updates to include requests for information or topics for future agendas. No deliberation or action will take place on this item.*

9. Public Comment: *Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners.*

10. Adjournment (For Possible Action)

Posting locations: RTC, 1105 Terminal Way, Reno, NV, RTC website: www.rtcwashoe.com, State website: <https://notice.nv.gov/>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 06/21/2024

RECOMMENDED ACTION

Approve the meeting minutes for the 06/21/2024 RTC Board meeting.

BACKGROUND AND DISCUSSION

See attached for Background and Discussion

FISCAL IMPACT

There is no fiscal impact related to this item.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

8:00 A.M.

June 21, 2024

PRESENT:

**Alexis Hill, Vice Chair, Washoe County Commissioner (Via Zoom)
Mariluz Garcia, Washoe County Commissioner (Via Zoom)
Kristopher Dahir, City of Sparks Alternate (Via Zoom)
Dale Keller, RTC Deputy Executive Director
Adam Spear, Legal Counsel
Tracy Larkin Thomason, Director of NDOT (Via Zoom)**

ABSENT:

**Ed Lawson, Mayor of Sparks
Devon Reese, Reno City Council
Hillary Schieve, Mayor of Reno
Bill Thomas, RTC Executive Director**

The regular monthly meeting, held in the 1st Floor Great Room at Regional Transportation Commission of Washoe County, Reno, Nevada, was called to order by Vice Chair Hill. The Board conducted the following business:

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

Item 2 PUBLIC INPUT

Vice Chair Hill opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda. There being no one wishing to speak, Vice Chair Hill moved to Approval of the Agenda.

Item 3 APPROVAL OF AGENDA

On motion of Commissioner Garcia to approve agenda, seconded by Commissioner Dahir, which motion unanimously carried, Vice Chair Hill ordered that the agenda for this meeting be approved.

Items 4 CONSENT ITEMS

4.1 Minutes

- 4.1.1 Approve the meeting minutes for the 05/17/2024 RTC Board meeting.
(For Possible Action)
- 4.1.2 Approve the meeting minutes for the 05/23/2024 RTC Special Board meeting.
(For Possible Action)

4.2. Reports

- 4.2.1 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)
- 4.2.2 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
- 4.2.3 Acknowledge receipt of the monthly summary report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations Activity Report. (For Possible Action)
- 4.2.6 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)

4.3 Planning Department

- 4.3.1 Approve Cooperative Agreement No. PR284-24-802 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for fiscal year (FY) 2025 federal planning funds. (For Possible Action)

4.4 Engineering Department

- 4.4.1 Approve an administrative settlement in the amount of \$109,336 authorizing RTC to acquire certain property interests related to APN 013-084-02 from Galantuomini Family Holdings, LLC, for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.4.2 Approve an administrative settlement in the amount of \$123,631 authorizing RTC to acquire certain property interests related to APN 012-201-21 and APN 012-201-22 from Vaughn, Rory R., for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.4.3 Approve a contract with J-U-B Engineers, Inc., to perform a feasibility study, conceptual alternatives analysis, and environmental studies for the Geiger Grade Realignment Project, in an amount not-to-exceed \$1,373,975. (For Possible Action)
- 4.4.4 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between RTC, Lemmon Drive Villas Property LLC, and the City of Reno for offset-eligible improvements to be made to the intersection of Lemmon Drive, Vista Knolls Parkway, and Sunset View Drive. (For Possible Action)
- 4.4.5 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between RTC, Lemmon Drive Villas Property LLC, and Washoe County for offset-eligible improvements to be made to the intersection of Lemmon Drive, Vista Knolls Parkway, and Sunset View Drive. (For Possible Action)

4.5 Public Transportation/Operations Department

- 4.5.1 Approve a contract with Qual-Econ U.S.A. LLC., for janitorial and porter services for the RTC facilities, for a total not-to-exceed amount of \$3,162,190.12 beginning FY25 for four years. (For Possible Action)

4.6 Executive, Administrative and Finance Departments

- 4.6.1 Authorize the Executive Director to bind annual insurance coverage effective July 1, 2024, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability, and workers' compensation; and approve the RTC's continued membership in the Nevada Public Agency Insurance Pool (POOL) and Public Agency Compensation Trust (PACT). (For Possible Action)

On motion of Commissioner Dahir to approve agenda, seconded by Commissioner Garcia, which motion unanimously carried, Vice Chair Hill ordered that the consent items for this meeting be approved.

Item 5 PUBLIC HEARING

- 5.1 Conduct a public hearing regarding approval of Amendment No. 3 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 3 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP). (For Possible Action)
- a. Staff Presentation
 - b. Public Hearing
 - c. Action

Graham Dollarhide, RTC Planning Manager, made a presentation and spoke on this item.

The RTIP is a federally required program of projects document. It advances the goals from the long-range Regional Transportation Plan (RTP) and prioritizes projects and advances them forward into the shorter-range program of projects prior to the implementation phase. The programed amounts do not need to be amended retroactively to match actual expenditures to the document itself, however, as projects evolve, any significant changes to things like scope, budget limits, things like that will need to be reflected in this document.

There are five projects included in this proposed amendment. The first one is Tahoe Pyramid Trail East feasibility study. This is a new project to the RTIP and is being used to identify the feasibility of filling in some of the gaps in the trail and creating connections between Sparks and the Tri Center with a bit of a spur, so to speak, between Wadsworth and Fernley. This project was awarded through NDOT's Transportation Alternatives Program and is proposed to be included in this amendment so that the project can move forward with that study.

The South Meadows Connector Alignment Study Project is another new project to the RTIP. This is a very preliminary phase of a proposed project. It is an alignment study looking at the preferred alternatives and the feasibility of extending South Meadows Parkway from its current terminus just east of Veterans Parkway and carrying through to connect to USA Parkway. Again, very preliminary. This would determine the feasibility of moving to next steps, including environmental and NEPA design and then eventually construction.

The I-580 Bowers to Mount Rose Highway Preservation Project is an existing project in the RTIP. It is being amended to increase the funding, add federal funds to the funding mix, and to move back the construction date.

The SR659 North McCarran Intersection Improvements Project is also being amended. This project would decrease the total project cost and change the project limits. This project will add safety improvements to the area of North McCarran and Keystone.

The I-80 East final design project is being amended to fund the design phase only of the capacity project between Vista Boulevard and USA Parkway. The construction phase is not yet included, however, the RTC is working with NDOT to amend the RTP to change the model year. There will be a hearing on that potentially next month, so more details to come on that project.

This proposed action does require RTC Board Approval, as well as State and NDOT approval, and Federal approvals. We had a public comment period from May 29th to June 18th that was advertised through RTC typical channels, including a Spanish language newspaper and the RTC website. It was also reviewed by CMAC and TAC, and today's meeting includes a public hearing of this item.

A letter was received from Northern Nevada Public Health Air Quality Management Division, which is included in your packets and makes comments specifically on the I-80 project. The bottom line is that the letter is not in opposition to this action item. A presentation on transportation issues related to the Tri Center will be included in item 6.1.

Public comment was received from Michael Gawthrop-Hutchins on June 20, 2024, at 8:20am, as follows: I would like to provide public comment on agenda item 5.1. In particular, the amendment related to the widening of I-80 between Vista to USA Parkway. While I can definitely appreciate the concerns of traffic delays and congestion on I-80, widening I-80 is not the best way to address those concerns at this time. While I personally would advocate for transit-based solutions, I must begrudgingly concede Councilwoman Duerr's point that we are still a very car dependent community and that isn't going to be a problem that I solved overnight, we are going to need car-based solutions for the near-term future. With that in mind, there are really two problems plaguing I-80 between Vista and USA Parkway. One of those problems is indeed the volume of traffic relative to the capacity of the road, which adding an additional lane would, at least temporarily, alleviate (I say temporarily because we need to remember that induced demand is a very well documented phenomenon). The second problem is reliability. Far too often there are extended delays due to crashes completely closing the freeway. Adding another lane will do little to alleviate this problem. The only solution for this is to offer viable alternative routes (such as the ones discussed in Agenda Item 6.1). Offering alternative routes would also allow a significant portion of the people currently driving along that section of roadway to use the alternative route, addressing the capacity concern by reducing the demand on that particular roadway (though, I will note, doing nothing to reduce overall demand for our road network, which is what the long term goal should be). Given that only the construction of an alternate route, as described in Agenda Item 6.1 will address both of the greatest concerns for the I-80 corridor between Vista and USA Parkway, it seems most prudent to postpone the widening of I-80 and to instead put additional resources into being able to complete one (or more) of those alternative routes sooner.

Vice Chair Hill asked how comments received from the CMAC, TAC and Health District were incorporated for the concerns and recommendations like carpool lanes and studies like this?

Graham Dollarhide, there are several recommendations in the letter from the Air Quality Management Division. The RTC is already enacting a lot of those recommendations, as there are employer shuttles and RTC Vanpools that go out there. We'll be looking to undertake a feasibility study of passenger rail in the coming months.

Dale Keller, Deputy Executive Director, I believe they looked into different solutions on I-80 East through NDOT study. Director Larkin Thomason can probably speak further about that.

Vice Chair Hill That's helpful. Thank you for putting that on the record so community members can understand why we're looking at alternatives, including the trail connectivity out to TRIC, which is exciting.

Being no public comment, on motion of Commissioner Garcia to accept the report, seconded by Commissioner Dahir, which motion unanimously carried, Vice Chair Hill ordered that Item 5.1 is approved.

Item 6 *DICUSSION ITEMS AND PRESENTATIONS*

- 6.1 Discuss transportation issues and needs in relation to the Tahoe-Reno Industrial Center as requested by Chair Lawson and provide input and direction to the Executive Director. (For Possible Action)

Dale Keller, Deputy Executive Director for the record. One of RTC's FY24 goals is to lead a multi-county effort to define transportation future related to Washoe County and the Tahoe Reno Industrial Center (Tri Center) in Fernley. With this goal in mind, RTC staff have been working with various public agencies as well as private stakeholders to better understand and address some of the unique regional challenges that is presented. Today's presentation will discuss those transportation challenges and needs related to the Tri Center, and we'll jump right into it.

The area between Reno-Sparks and Fernley is rapidly developing, the most significant development, the Tri Center encompasses approximately 160 miles. This area is larger than the entire Reno-Sparks proper city limits. Tri Center is one of the largest industrial developments in the World. Tri Center has sold out its roughly 30,000 developable acres and is slated to accommodate roughly 300,000,000 square feet of building space. Major companies with land ownership in the Tri Centers include Tesla, Google, Blockchain, and Switch. Tri Center has created over 15,000 jobs and is estimated to produce roughly 35,000 to 50,000 jobs by 2040. All that job growth results in about 40,000 average annual daily trips by 2050. Interstate 80 is the primary access to and from the Tri Center, and with this increase of traffic, it will push the existing I-80 beyond its current capacity. Current high traffic volumes and incidences of weather, crashes and vehicle breakdowns cause delays lasting for hours.

For the existing transportation challenges, safety is the highest concern. The Safety Division collected and evaluated crash data for the corridor, and crashes have nearly doubled in the last three years compared to the two previous three-year periods. As for congestion, RTC's regional traffic travel demand model predicts major traffic growth in the corridor, with a roughly 30% increase by 2050. The freight movement is significant, and roughly about 20% of the vehicles on I-80 are trucks. It's interesting to note that I-80 is the second longest Interstate highway in the nation. With the unreliability and instability, and with those adverse impacts we talked about from safety and congestion, it really hinders some of that significant freight corridor between California and Utah. This transportation bottleneck is limiting the economic growth of our region.

NDOT performed the I-80 Corridor Study, which was a comprehensive evaluation of studies and ideas for feasibility and to establish a performance-based priority option. The study concluded that widening I-80 east between Vista Boulevard and USA Park was the most feasible option. Other alternatives were also considered in this report and are currently being explored. We talked about alternative modes of transportation being RTC Vanpool Park and Rides and commuter rail. There are roadway alternatives being considered besides the widening of I-80, which is the South Moses Parkway extension, as well as the La Posada Drive connection.

Currently the RTC Vanpool sees roughly 1800 passengers a day utilizing roughly 257 vans on the private side. My Ride to Work sees roughly 2000 passengers a day. In addition, RTC is working with private industry and exploring a commuter rail transport service, so funding for this commuter rail study is included in our FY25 budget. Staff are currently finalizing that request for qualifications to have a firm support that study.

NDOT is leading the I-80 East Widening project, where the project proposes to widen I-80 from two lanes to three lanes in each direction for 13 miles. The project would also improve safety and interchange operations. In 2023, NDOT initiated the environmental clearance or environmental study process, and they anticipate a finding of no significant impact by early 2025. This project cost is roughly over \$500 million. I do want to applaud NDOT for being aggressive in pursuing different USDOT mega grant opportunities, and we hope to hear some good news later this fall.

NDOT is also evaluating a new alignment that would provide a connection from South Meadows Parkway to USA Parkway in Southeast Reno, otherwise known as the South Road. This alternative would mostly go through privately owned property. The alignment would provide an alternate route for commuters traveling from South Reno to the Tri Center, as well as reducing the number of vehicles on I-80. Having a secondary route to Tri Centers would significantly benefit should I-80 be closed, or if there's an incident that does occur on the roadway.

Another solution being considered would be a new alignment from the La Posada Drive in Sparks to the Tri Center, otherwise known as that North Road. This would provide an alternate route for commuters traveling from the Sparks and Spanish Springs area.

Commissioner Dahir, thank you for that presentation. I think by 2050, we're going to need all of this and it's exciting actually. I would like to see us be able to direct staff to proceed with the process of acquiring the roadway easement for permit from BLM for the connection of La Posada and USA Parkway, because that easement would make such a difference. I want to add that on my Health District Board side, we're also dealing with air pollution and that as cars sit there, we're already very close to nonattainment. Making sure our cars are moving will also affect our economic development pretty quickly.

Tracy Larkin Thompson, NDOT Director, I wanted to add a couple of comments. Obviously, this is under our jurisdiction, and there's a lot of things that we've been putting into it. We have been very aggressive both on our own and working with RTC to go after grants and mega grants to help this project move forward. The project is expected to be between \$500 and \$600 million at this time, and we will be looking at dividing it into three projects. There are significant canyons, so there would be structures. We're looking at the potential of using some private land that could reduce some of the cost. The alignment study still needs the environmental part, but after the environmental part is done, then we need to put a fiscal note on it and there is no funding for that. We certainly support the efforts that have been made by RTC and the City of Sparks.

Again, I thank RTC for their partnership and also for kind of putting this in front of all of us as we look regionally at how we can actually promote interconnectivity and get a more robust network in the area.

Commissioner Garcia, I really appreciate the multi-county effort and thinking of it in that way. I agree that we're going to need all possible solutions on deck, and the investment is going to be significant. I think a lot of our constituents would really be interested to learn more about the commuter rail study or being able to utilize that option. I'm on the NDOT Nevada State Rail Plan online and there's already existing infrastructure there. Have we ever done a commuter rail study going out this direction? If so, what were the findings and what is the process moving forward? I know that with 80% coming from Reno-Sparks, this could truly be a viable option for a lot of folks.

Jim Gee, RTC Director of Public Transit. We did a commuter rail study about 6 or 7 years ago, but it was an in-house staff director study that basically documented just the expected costs. It was also pre-growth of TRIC, and the world has changed quite a bit since then. We think it's really important to have a more robust study now that will have participation from our friends in the private side, participation from other governmental units and an outside consultant to really quantify the costs and the benefits of such a project. Our staff are already working on that.

Public Comment:

My name is Will Adler on behalf of Story County. Story County is in conversations with RTC, Washoe County, NDOT, and officials coordinating assistance with the road projects and the transit corridors. We just discussed a substantial amount of effort and submitted deregulatory code efforts to ease the housing efforts in the southern part of the county towards the Highway 50 side of the NDOT corridor access. I thought it was pretty relevant that Director Larkin Thomason brought up the expansion of the Highway 50 side of traffic, because in the future, I do think that will be a big part of the formula on how to relieve Highway 80, which will relieve the stress burden on the whole region. I think having additional housing on the Story County and Lyon County side of 50 ultimately will help with that drawdown of the mass traffic we see. That is where we want to see mass coordination throughout the region to address these issues as they come up. Story County is in conversations with the region about the east-west corridor as well. The Board has approved the resolution for the Truckee Meadows Lands bill, and we are looking into the rail corridor for commuter traffic. Basically, we're here at the table for all these issues, and we'd like to be part of the solutions of the future. So, thank you very much for having us and thanks for having this discussion today.

Laurie Rodriguez, Reno resident. In 2019 I approached NDOT, this Board and all the counties involved; Story County, Lyon County, Churchill County, and cities of Fernley and Fallon, and they were all interested in the rail project. If we took into account when designing the I-80 widening, putting an elevated system down the center of it and get it funded as part of our widening that would be great. I understand you would have to have stations, parking lots, and bus routes that would go to these stations to bring the people in, but I would just like to remind you that there are alternative systems other than just on the ground passenger rail. Thank you.

Item 7 *REPORTS (Informational Only)*

7.1 RTC Executive Director Report

1. Last Monday, we hosted Even Wessel from the U.S. Department of Transportation.
 - Commissioner Hill joined RTC Staff and Evan for a meeting and tour of some of our projects that are receiving federal funding – or could receive funding in the future.
 - The tour included the Villanova Maintenance Facility, our three downtown bridge projects, and some of the projects that the board designated as federal priorities.
 - We think this was a valuable chance to show what the RTC is doing to improve transportation in our region.
2. We are very happy to provide free transit for kids during the summer break.
 - We launched this pilot program June 8th and it will run through August 11th, a day before school starts back up.
 - This program is for anyone 17 and under and it allows them to get to the Kids Café summer meals program to get free lunch while school is out.
 - It also helps teens get to and from their summer jobs.

- And it provides another option to get to various recreational activities throughout the Truckee Meadows.
3. Last week, the Trail Fire burned near the Raleigh Heights and Golden Valley areas.
 - RTC requested transit contractors Keolis and MTM to identify transportation staff and assets for possible emergency evacuations.
 - Both organizations were responsive and timely in their preparation for an emergency response.
 - Fortunately, no evacuation assistance was needed. Thank you Keolis and MTM for being such a great resource to our community!
 4. Earlier this week, we held a media event for the groundbreaking of the South Virginia Street and I-580 Exit 29 Capacity and Safety Project.
 - Thank you to Commissioner Hill, Maria Paz Fernandez and Vice Mayor Duerr for letting the public know about this important project.
 - We are adding a northbound lane on South Virginia Street, installing a traffic signal and a second right-hand turn lane at the northbound offramp, and improving sidewalks, bike lanes, and ADA facilities among many other upgrades.
 5. I would like to introduce you to our newest employees, LaShonn Ford and Brandon Kase.
 - LaShonn is our new Traffic Engineer who came to us from NDOT.
 - He worked there as a Senior ITS Project Manager in the Traffic Operations Division.
 - Brandon is our new Engineering Technician.
 - He is currently attending the University of Nevada, Reno.
 - He will be with us through the summer.
 - Welcome, LaShonn and Brandon to the RTC Team!
 6. I would like to congratulate Austin McCoy and his wife Erin on the birth of their baby boy.
 - The McCoy's welcomed Jackson into their family on May 2nd.
 - Austin is one of our Project Managers in the Engineering Department.
 - We wish them all the best in their adventures as parents.
 - We're already scouting Jackson to join the RTC Engineering team in about 22 years.
 7. Please join us congratulating Jules Powell as the MTM Employee of the Month for May.
 - Jules has been with MTM for a year and has made a good impact with her passengers. She has also received multiple commendations. She finds the job very calming and "Zen" like.
 - She enjoys interacting with her customers and goes home with a sense of pride knowing she has helped her community. Jules is a gamer at heart, and occasionally delves into the world of Dungeons and Dragons. We want to thank Jules for her first year with us and hope that there are many more to come.
 8. Earl Brynelson is the Keolis Driver of the Month of May.
 - Earl has worked for Keolis since April of 2008. His accomplishments last month consist of a 93 percent on-time performance, zero preventable accidents, and no customer complaints. Earl is originally from Chicago, so he's a big Cubs fan and enjoys spending quality time with his family.
 9. The Keolis Driver of the month receives a 250-dollar gift card and a parking spot.
 - The Technician and Utility Worker of the month both receive a \$250-dollar gift card, as well.

7.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer. We submitted an application for the Safe Streets and Roads For All Planning Grant this week. We're asking for \$1.6 million, and this is really to go towards

our planning efforts in terms of making our road network safer for all users. We should find out if we were successful in August.

The Senate Public Lands, Forests and Mining Subcommittee held a hearing last week that included 20 bills, and one of them was the Truckee Meadows Lands Management Act. Senator Cortez Masto chairs this committee, and she gave a brief overview of the bill. There is written testimony online that you can look at from the BLM and the USDA. We are definitely following this bill, and we're hoping to see some progress over the next few months. Congress is turning its attention to appropriations, and the House GOP has a plan to pass all 12 bills by the end of July. Five of those bills failed to pass last year, and we're kind of expecting the same kind of scenario this year. The Senate is moving a little bit slower on appropriations, so it's kind of a wait and see. Hopefully they can get this stuff done before the fiscal year ends. The House Subcommittee on Highways and Transit held a hearing last week where it discussed post pandemic lessons. Topics covered ridership, safety and other post pandemic concerns. The upcoming FHWA August redistribution is a chance for states to flex funds from FHWA to FTA to support transit projects, and we'll be looking at this moving forward. We'll discuss whether or not this is something that RTC would be interested in doing. That concludes my report, Thank you.

7.3 NDOT Director Report

NDOT Director Tracy Larkin Thomason gave a presentation and spoke on the following:

- AGC Work Zone Safety Campaign
- Tour of Pyramid Highway Project
- Routine Bridge Inspection Program: We are required by law to inspect every single bridge in the State of Nevada every two years
- Political Signage – Federal and State Regulations: Just a reminder that political advertising is not allowed within State run highways. I do want to point out that if you have a question about whether it is our property or not, please contact our District office and we'll work with you.

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Being no commissioner announcements, Vice Chair Hill moved onto public input.

Item 9 PUBLIC INPUT

Vice Chair Hill opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda. There being no one wishing to speak, Vice Chair Hill moved to Adjournment.

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 8:55 a.m.

ALEXIS HILL, Vice Chair
Regional Transportation Commission

****Copies of all presentations are available by contacting Michelle Kraus at mkraus@rtcwashoe.com.**



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.2.1

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

SUBJECT: Procurement Activity Report

RECOMMENDED ACTION

Acknowledge Receipt of the monthly Procurement Activity Report.

BACKGROUND AND DISCUSSION

See attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
N/A	
<u>Request for Proposals (RFP)</u>	
Project	Due Date
Construction Management for the Arlington Avenue Bridge Project	July 9, 2024
Active Transportation Plan - Neighborhood Development Plans 1 and 2	August 1, 2024

REPORT ON INVITATION FOR BID (IFB) AWARDS

Per NRS 332, NRS 338 and RTC's Management Policy P-13 "Purchasing," the Executive Director has authority to negotiate and execute a contract with the lowest responsive and responsible bidder on an Invitation for Bid (IFB) without Commission approval.

Project	Contractor	Award Date	Contract Amount
Somerset Parkway, Mae Anne Avenue to Del Webb Parkway	Sierra Nevada Construction	06/26/2024	\$5,831,007

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

Per RTC's Management Policy P-13 Executive Director has authority to approve contracts greater than \$25,000 and less than (or equal to) \$100,000.

Project	Contractor	Contract Amount
LCP Tracker Bulk Project Pricing	LCP Tracker	\$35,999
Engineering Feasibility Studies Task Order No. 4	CA Group, Inc.	\$37,325

CHANGE ORDERS AND CONTRACT AMENDMENTS WITHIN EXECUTIVE DIRECTOR'S RTC'S P-13 PURCHASING POLICY AUTHORITY

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
N/A					



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.2.2

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Planning Manager

SUBJECT: Planning Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

PLANNING STUDIES

Virginia Street Transit Oriented Development (TOD) Planning Study	
Graham Dollarhide, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/
<i>Status: Draft plan under review with presentation to RTC TAC and CMAC, as well as to RTC Board in the month of July. Formal adoption anticipated in August.</i>	

Active Transportation Plan	
Marquis Williams, Project Manager	https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/
<i>Status: Draft to open for public review in July 2024 along with a virtual public presentation to be posted on the project webpage. Anticipated adoption is scheduled for August or September 2024.</i>	

Regional Freight Study	
Marquis Williams, Project Manager	https://rtcwashoe.com/planning/regional-planning/regional-freight-plan/
<i>Status: Revised draft document is under review by RTC and local agency partners. The corresponding public survey is open until late July 2024, with a scheduled completion date of August 2024.</i>	

RTC REGIONAL TRAVEL CHARACTERISTICS STUDY	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/survey2023/
<i>Status: Data collection has been completed. The consultant team is working on processing the data and developing the project report.</i>	

RTC REGIONAL TRAVEL DEMAND MODEL UPDATE	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/model2023/
<i>Status: A base year model has been built. The project team is working on developing refined employment data and calibration targets.</i>	

RTC REGIONAL TRANSPORTATION PLAN UPDATE	
Xuan Wang, Project Manager	https://rtcwashoe.com/planning/regional-planning/rtp/
<i>Status: The online public survey has been completed. The project team is working on the first four chapters of the RTP and preparing for the upcoming AWG meeting.</i>	

ONGOING PROGRAMS

Data Collection Program	
Xuan Wang, Project Manager	https://d1m.maps.arcgis.com/apps/mapviewer/index.html?webmap=06f3673e1e40454cbabbb57e67b424e2
<i>Status: Data collection started for scheduled sites. Continue to identify sites for data collection.</i>	

Bicycle and Pedestrian Planning	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:</i> <ul style="list-style-type: none">• Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.	

Vision Zero Truckee Meadows	
RTC Planning Staff	https://visionzerotruckeemeadows.com/
<i>Status: Task Force meeting held 5/13/24. Application for SS4A planning funds to update the Action Plan and High Injury Network submitted 5/16/24. Next Task Force meeting tentatively scheduled for 8/12/24. Results of SS4A awards anticipated late July.</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.2.3

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Planning Manager

SUBJECT: Advisory Committee Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees Report.

BACKGROUND AND DISCUSSION

The RTC has three advisory committees that provide input on a wide range of policy and planning issues as well as key planning documents and the RTC Budget. The committees include:

- The Citizens Multimodal Advisory Committee (CMAC), which includes members from the community. The RTC Board approves appointments to this advisory committee.
- The Technical Advisory Committee (TAC), which includes local public works directors, community development directors, and staff from other key agencies.
- The Regional Road Impact Fee Technical Advisory Committee (RRIF TAC), which was created to oversee and advise the local governments regarding land use classification assumptions and the Capital Improvements Plan (CIP) used in the impact fee program. The RRIF TAC consists of three representatives from each local entity, two RTC representatives, and four private sector members who are appointed by the RTC Board.

The CMAC and the TAC met on July 10th, 2024 and July 8th, 2024, respectively. TAC recommend approval of the Proposed Amendment No. 3 to the Regional Transportation Plan (RTP), and received a presentation on the South Virginia Street Transit Oriented Development (TOD) Study. For the TOD study, the group discussed potential barriers to high-density multifamily development, with Angela Fuss (City of Reno) clarifying that most of the corridor has mixed-use zoning with no limitation on density. Scott Carey (City of Sparks) raised concerns about transit service expansion at the expense of declining services of existing routes, indicating the desire to budget for and preserve existing services with the potential addition of fixed route service in south Reno. The CMAC received a presentation on the South Virginia Street Transit Oriented Development (TOD) Study. Members expressed their support for the plan and recommended additional public outreach channels, improved connectivity between FlexRide and fixed

routes in South Meadows, reduced fares for the regional connector, and enhanced collaboration between the RTC and the City of Reno on development and zoning. The group also received a presentation on RTP Amendment #3, where they discussed regional transit connector options to the TRI Center, a transit-first approach, external partnerships, and safety on I-80.

There has not been a RRIF TAC meeting since the Board previously met.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.2.4

To: Regional Transportation Commission

From: Dale Keller, Deputy Executive Director

SUBJECT: Engineering Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ACTIVE TRANSPORTATION IMPROVEMENTS

Downtown Reno Micromobility Project	
Sara Going, Project Manager	www.downtownrenomicromobility.com
<i>Status: Preliminary design for the project is underway. The public will have the first opportunity to provide input on the 30% design in September 2024.</i>	

Truckee River Shared Use Path	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
<i>Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the maintenance, security, and property rights necessary for the pathway. There is no update on this during last reporting period.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

Buck Drive Circulation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/buck-drive-circulation/
<i>Status: Kimley Horn is the selected firm for design and construction engineering services. Ongoing coordination with City of Reno staff. Fifty percent (50%) design plans expected by the end of September. Construction is tentatively scheduled for spring 2025.</i>	

Butch Cassidy Drive Extension	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/butch-cassidy-drive-extension/
<i>Status: Preliminary design is underway.</i>	

Eagle Canyon Safety and Operations	
LaShonn Ford, Project Manager	https://rtcwashoe.com/projects/eagle-canyon-safety-and-operations/
<i>Status: The project design is 60% complete. Construction is scheduled for summer 2025.</i>	

Geiger Grade Realignment	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/geiger-grade-road-realignment/
<i>Status: RTC has selected J-U-B Engineers, Inc. to perform a feasibility study to further investigate preliminary design alternatives, traffic, and environmental impacts. This effort will be kicked off in summer 2024.</i>	

Kietzke Lane ITS	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/kietzke-lane-its-project/
<i>Status: Bids were opened April 25, 2024. Sierra Nevada Construction (SNC) was awarded the Contract. Pre-construction coordination is ongoing. Construction activities are anticipated to begin in early Summer 2024.</i>	

Military Road Capacity & Safety	
Austin McCoy, Project Manager	https://rtcwashoe.com/projects/military-road-capacity-safety/
<i>Status: Intermediate design is complete. Right of Way Setting is scheduled and Project team is advancing towards 90% Design Submittal.</i>	

North McCarran Boulevard & Pyramid Hwy Fiber	
Alex Wolfson, Project Manager	https://rtcwashoe.com/projects/n-mccarran-boulevard-pyramid-highway-fiber/
<i>Status: Construction is substantially complete; contractor is working on punch list items.</i>	

North Valleys North Virginia Street Capacity	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/
<i>Status: The traffic analysis study and conceptual design is complete. Project team is advancing 30% Design Submittal.</i>	

Pembroke Drive Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://rtcwashoe.com/projects/pembroke-drive-capacity-safety/
<i>Status: Nichols Consulting Engineers (NCE) was the selected design consultant. Preliminary design alternatives were updated to include widening to two (2) lanes in each direction. Thirty percent (30%) design plans comments from the City were expected by the beginning of July.</i>	

Pyramid Highway Intelligent Corridor	
Alex Wolfson, Project Manager	https://rtcwashoe.com/projects/sparks-intelligent-corridor/
<i>Status: Installation of the new fiber is substantially complete. Testing of software for the notification system and dynamic traffic signal control is in progress.</i>	

Pyramid Highway Operations Improvements	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/pyramid-highway-operations-improvements/
<i>Status: Preliminary Engineering ongoing; RTC is coordinating with NDOT to develop preferred preliminary alignment alternative.</i>	

Pyramid Way, Sparks Boulevard, Highland Ranch Interchange	
Austin McCoy, Project Manager	https://www.rtcwashoe.com/engineering-project/pyramid-highway-us-395-connection-project/
<i>Status: NDOT LPA Agreement has been executed and a notice to proceed from NDOT has been received. Data collection, traffic analysis, and preliminary design is underway with Parametrix.</i>	

South Meadows Traffic Enhancements	
Austin McCoy, Project Manager	https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/
<i>Status: Sierra Nevada Construction (SNC) is advancing construction; completion is expected for around mid-summer.</i>	

South Virginia Street & I-580 Exit 29 Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://rtcwashoe.com/projects/south-virginia-street-and-i-580-exit-29-capacity-and-safety/
<i>Status: Q&D Construction started the construction on June 17; completion is expected by the end of October. Most of the construction work will be performed during nighttime hours to minimize impact to businesses and residents. Traffic has been shifted with the northbound lane closed.</i>	

Sparks Boulevard – North Phase	
Garrett Rodgers, Project Manager	SparksBLVDproject.com .
<i>Status: One hundred percent (100%) Design Submittal received in May 2024. Final Design Submittal expected later this summer. Right-of-way acquisition is under way.</i>	

Sparks Boulevard/Ion Drive Traffic Signal Project	
LaShonn Ford, Project Manager	https://rtcwashoe.com/projects/sparks-boulevard-ion-drive-traffic-signal/
<i>Status: Headway Transportation, LLC has been selected as the design consultant for this project. Scoping and negotiations are underway. The Professional Services Agreement (PSA) is expected to appear on the agenda for the August Board Meeting.</i>	

Steamboat Parkway Improvement	
Garrett Rodgers, Project Manager	https://rtcwashoe.com/projects/steamboat-parkway-improvement-damonte-ranch-pkwy-to-veterans-pkwy/
<i>Status: Construction started April 2, 2024. Crews are performing utility relocations and preparing for roadway widening operations.</i>	
Traffic Signal Fiber 25-01	
Austin McCoy, Project Manager	https://rtcwashoe.com/projects/traffic-signal-fiber-25-01/
<i>Status: Preliminary design is underway.</i>	
Traffic Signal Installations 23-01	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/
<i>Status: Work is substantially complete at all locations in Reno and Sparks.</i>	
Traffic Signal Modifications 23-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-23-01/
<i>Status: Summit Line Construction, Inc. will begin construction on the project on July 8, 2024.</i>	
Traffic Signal Modifications 24-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-24-01/
<i>Status: The project design is 60% complete.</i>	
Traffic Signal Modifications 25-01	
LaShonn Ford, Project Manager	https://rtcwashoe.com/projects/traffic-signal-modifications-25-01/
<i>Status: Preliminary design of the improvements is in progress. In addition, the consultant is working on intersection evaluations at several locations.</i>	
Traffic Signal Timing 7	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/
<i>Status: New signal timing plans have been implemented on the following corridors:</i>	
<ul style="list-style-type: none"> - East McCarran Blvd between Greg St and Probasco Way 	

Veterans Parkway ITS	
Austin McCoy, Project Manager	https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/
<i>Status: Intermediate design is complete. Project team is advancing towards 90% Design Submittal</i>	

Veterans Roundabout Modifications	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/
<i>Status: Preliminary Design (30%) with RTC Comments incorporated anticipated July 2024. Submittal to NDOT, local agencies and Utilities for review July 2024.</i>	

Vista Boulevard/Disc Drive Intersection Improvement	
Alex Wolfson, Project Manager	https://rtcwashoe.com/projects/vista-boulevard-disc-drive-intersection-improvements/
<i>Status: Final design and right of way acquisition is underway.</i>	

Vista Boulevard/Prater Way ITS	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/
<i>Status: Final design is underway.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Bryan Byrne, Project Manager	https://www.rtcwashoe.com/engineering-project/arlinton-avenue-bridges-project/
<i>Status: The Final PS&E was received by RTC in May 2024. The project is looking to have the Guaranteed Maximum Price in June 2024. Construction is tentatively scheduled for 2025 and 2026.</i>	

Keystone Bridge Replacement	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/keystone-avenue-bridge-replacement/
<i>Status: The project team is approaching completion of the Feasibility Study for the project. The details of the feasibility study and proposed improvements for the project will be presented to the public in July 2024. A public meeting will be held at McKinley Arts and Culture Center from 4:00 – 7:00 pm on July 11, 2024, where the public can learn more about the project.</i>	

Lemmon Drive Traffic Improvements and Resiliency	
Bryan Byrne, Project Manager	https://rtcwashoe.com/projects/lemmon-drive-traffic-improvements-and-resiliency/
<i>Status: The project is making significant progress in conducting the required NEPA studies. The project team is incorporating public feedback and working towards the 60% design submission. Additionally, the team is coordinating the next public meeting, scheduled for August 2024.</i>	

Mill Street Capacity & Safety (Kietzke Lane to Terminal Way)	
Kimberly Diegle, Project Manager	http://millstreetwidening.com
<i>Status: Final design is underway. The right-of-way acquisition activities and utility coordination is ongoing. Construction is anticipated to start in spring 2025</i>	

McCarran Boulevard Safety and Operational Improvements	
Jessica Dover, Project Manager	https://rtcwashoe.com/projects/mccarran-boulevard-safety-and-operational-improvements/
<i>Status: Project Prioritization Phase underway; preliminary design in summer 2025.</i>	

Oddie/Wells Multimodal Improvements	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<p><i>Status:</i></p> <p><i>Phase 1 (Pyramid Way to Sullivan Lane in Sparks)</i></p> <p><i>Phase 2 (Sullivan Ln in Sparks to Silverada Blvd in Reno)</i></p> <p><i>Phase 3 (Silverada Blvd to east of US 395 in Reno)</i></p> <p><i>Phase 4 (Sutro Street to I-80)</i></p> <p><i>Punchlist work items with intermittent lane closures are expected throughout the corridor.</i></p> <p><i>Overall construction, including the remaining phases, is anticipated to be substantially completed by mid- August.</i></p>	

Sierra Street Bridge Replacement	
Bryan Byrne, Project Manager	https://sierrastreetbridge.com/
<i>Status: RTC has received the 30% design submittal and is currently reviewing it. The project team has engaged our Aesthetic Stakeholders Working Group to outline aesthetic design features to take to the public for voting. This is expected to take place in August 2024.</i>	

Sun Valley Boulevard Corridor Improvements – Phase 2	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/sun-valley-boulevard-corridor-improvements-phase-2/
<i>Status: Preferred Alternatives resulting from the Draft Conceptual Drainage Design Report advancing to the next level of analysis. Categorical Exclusion for Geotech ongoing.</i>	

West Fourth Street Downtown	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/west-fourth-street-downtown/
<i>Status: Thirty percent (30%) design plans have been completed and Reno comments are being reviewed and addressed.</i>	

West Fourth Street Safety	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/west-fourth-street-safety/
<i>Status: Wood Rodgers has submitted 60% design plans for review and is responding to comments from both RTC and the City of Reno. Work on NEPA and coordination with NDOT environmental division continues. Coordination with UPRR is ongoing.</i>	

PAVEMENT PRESERVATION PROJECTS

2024 Preventive Maintenance Program	
Jessica Dover, Project Manager	https://rtcwashoe.com/projects/2024-preventive-maintenance-project/
<i>Status: Construction ongoing; Substantial Completion anticipated in fall/winter 2024.</i>	

2025 Bridge Maintenance	
Scott Gibson, Project Manager	https://rtcwashoe.com/projects/2025-bridge-maintenance/
<i>Status: Preliminary design is underway.</i>	

Arrowcreek/Wedge Rehabilitation	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-parkway-wedge-rehabilitation/
<i>Status: Preliminary design (50%) anticipated summer 2024.</i>	

Las Brisas and Los Altos Resurfacing	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/
<i>Status: Las Brisas Boulevard mill and overlay (Robb Drive to Britannia Drive) and signage throughout the corridor has achieved Final Acceptance. Los Altos Parkway mill and overlay (S. Vista Boulevard to Goodwin Road) and utility adjustments throughout the corridor has achieved Final Acceptance. Anticipate Substantial Completion of slurry and associated remaining Contract Items at both locations July 2024.</i>	

Meadowood Rehabilitation	
Garrett Rodgers, Project Manager	https://rtcwashoe.com/projects/meadowood-rehab/
<i>Status: Preliminary design is underway.</i>	

N Virginia Street University Rehabilitation	
Bryan Byrne, Project Manager	https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/
<i>Status: The construction bid was awarded to Granite Construction. Construction is underway and is scheduled to be completed in mid-August 2024.</i>	

Raleigh Heights Rehabilitation	
Austin McCoy, Project Manager	https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/
<i>Status: Construction is tentatively scheduled to start in August and go through November 2024.</i>	

Somerset Parkway Corrective Project	
Scott Gibson, Project Manager	https://rtcwashoe.com/projects/2024-corrective-maintenance-somerset/
<i>Status: The construction contract was awarded to SNC and RTC anticipates a construction start in Early August.</i>	

OTHER PROJECTS

4th Street Station Expansion	
Ian Chamberlain, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: This project is on hold due to issues with property acquisition for proposed improvements.</i>	

Virginia Line BRT Improvements	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/virginia-line-brt-improvements/
<i>Status: Sixty percent (60%) design is complete. Coordination with the City of Reno, FTA, and affected utility companies continues. NEPA re-evaluation of the original Virginia Street Bus RAPID Transit Extension project is anticipated to be completed this summer.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Mill Street Capacity & Safety	Three L's Building Co.	\$28,911.00	\$0
Mill Street Capacity & Safety	Rory R. Vaughn	\$212,200.00	\$123,631.00
Mill Street Capacity & Safety	Galantuomini Family Holdings, LLC	\$326,699.00	\$109,336.00
Sparks Boulevard Capacity Improvement	The Kaplan Living Trust	\$1,000.00	\$0
Sparks Boulevard Capacity Improvement	Glenna Marie Smith - Smith Trust	\$1,000.00	\$0

CONTRACTS UP TO \$100,000

Project	Vendor	Scope	Amount
n/a			



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.2.5

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Public Transportation and Operations Monthly Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no prior Board action taken.

BACKGROUND AND DISCUSSION

ATTACHMENT A

Highlights



34th Anniversary of the ADA – The Regional Transportation Commission (RTC) is proud to support the Americans with Disabilities (ADA) 34th Anniversary. In honor of this 34th Anniversary signed into law on July 26, 1990, RTC will offer free rides on all of its transit services to commemorate this important civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including

jobs, schools, *transportation*, and all public and private places that are open to the general public. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else.

RTC Provides Free Bus Rides to Star Spangled Sparks on Fourth of July - free transit service was offered to the community on RTC's RAPID Lincoln Line (4 p.m. to 8 p.m.) and Route 11 (4 p.m. to midnight) to attend Star Spangled Sparks on Tuesday, July 4, 2024. These RTC transit routes dropped off event goers at RTC CENTENNIAL PLAZA in Victorian Square near The Nugget Casino Resort. RTC also provided free rides to and from The Nugget Casino Resort on RTC ACCESS. The free service was provided to encourage more people to take transit given limited parking availability.



RTC RIDE Key Highlights – June

- 6 trainees released to Operations for revenue service
- 4 operator resignations
- Driver of the Month: Earl Brynelson (May Accomplishments)
- 99% for completed hours and trips
- June 12, Bus Request: Kids Café / Free RIDE Press Conference
- Employee Engagement:
 - Keolis Way Week
 - Meet the Managers at 4SS
 - Ice Cream Truck at 4SS and Villanova for employees
- CUTA Training
- 1 new grievance filed and settled
- No new ULPs filed in June



Keolis represented staffing headcount as of June 25, 2024:

Position	Total Employed	#Needed
Coach Operator Trainees	10	6+
Coach Operators	163	2
Dispatchers	7	0
Road Supervisors	4	0
Mechanic A	6	0
Mechanic B	4	0
Mechanic C	4	0
Facilities Technician	2	0
EV Technician	1	0
Utility Worker	13	0
Electronics Tech	2	0
Body Technician	1	0

RTC ACCESS Key Highlights – June

Classes: Class held June 4, 2024 (4 in service/1 resigned)

Safety:

- **Accidents:**
 - 2 - Preventable
 - 1 - Non-Preventable
- **Incidents**
 - 2
- **Injuries:**
 - 1
- **YTD Preventable Accident Count:** 7
- **YTD Injury Count:** 2
- **June Safety Blitz**
 - Trackit DVI, Trends, NSC safety month
- **June Safety Meeting**
 - Bloodborne Pathogens and Heat Awareness

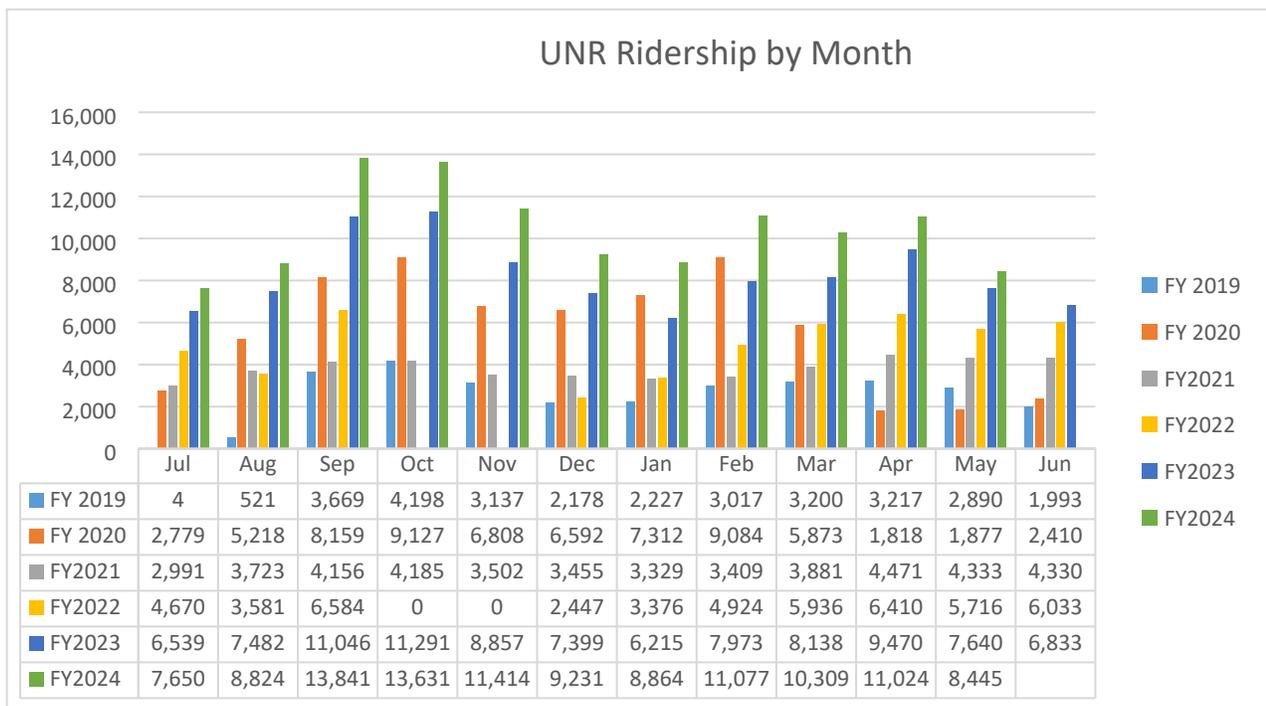
MTM represented staffing headcount as of June 30, 2024:

Position	Total Employed	#Needed
Drivers	57FT – 4PT	5-8FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4FT – 2PT	0
Mechanic A	3 FT	0
Maintenance Technician	1	0
Utility Worker	1	0

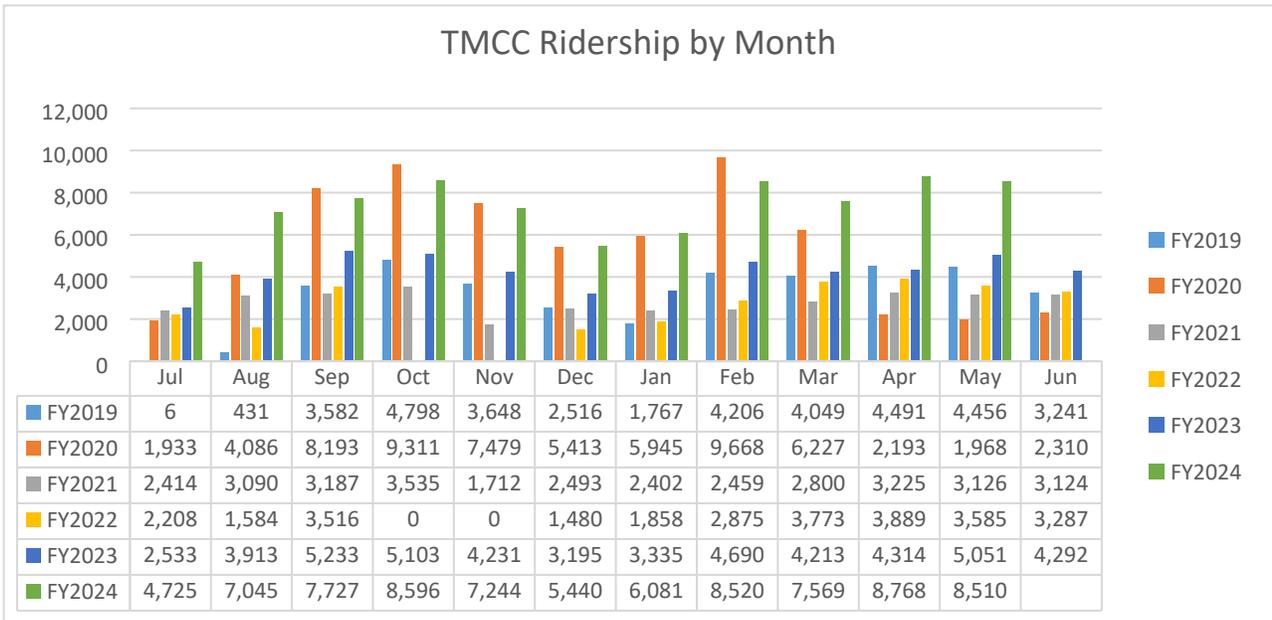
TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools added 1 vanpool increasing to 335. The Truckee North Tahoe TMA (Transportation Management Association) and South Shore TMA have received grants to give further subsidies to help the vanpools. Staff is working with a group in Tahoe to increase the number of vans going to the Lake. The program currently has 19 vans servicing the Lake Tahoe area.
- RTC staff meets weekly with its marketing company Celtis to discuss deliverables for the ED Pass program. Those include a new “ED Pass” tablecloth, posters, updated Smart Trips brochure, and digital and social media ads.
- Staff was interviewed by Griffin Hadlock with the Nevada Business Environmental Program at UNR highlighting RTC’s vanpool program for their Business Environmental Program newsletter.

Ridership numbers from the ED Pass Program through the month of May 2024:



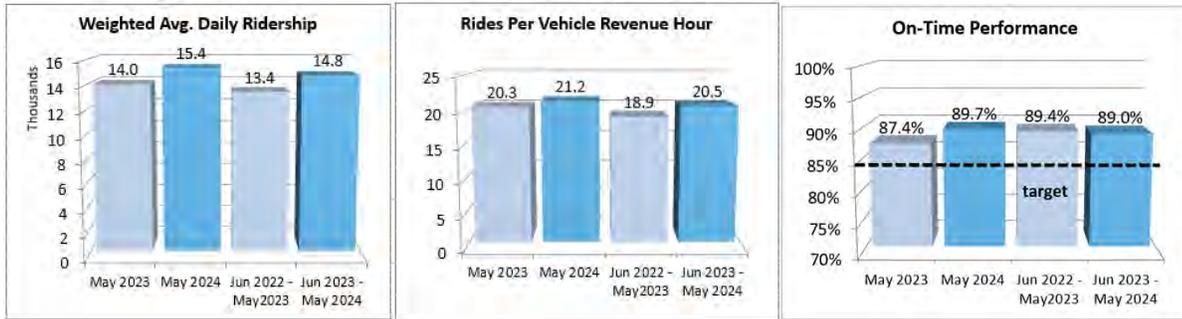
TMCC Ridership by Month



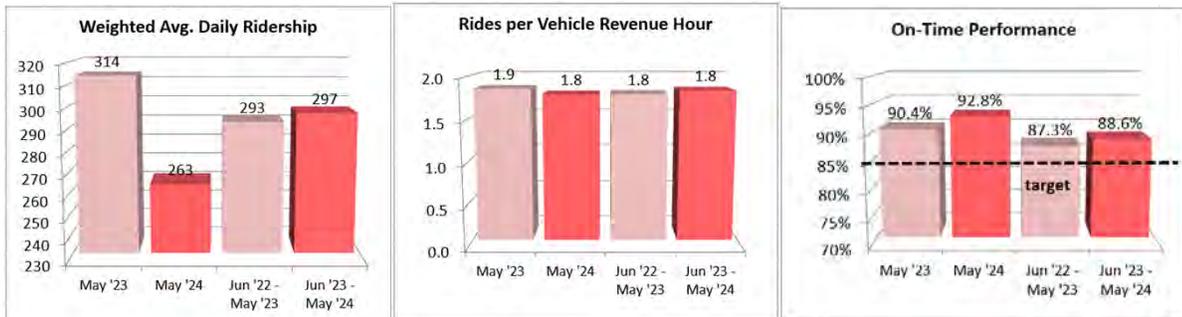
Both UNR and TMCC had their highest ridership for May to date and UNR has had the highest ridership for each month in FY24.

MAY 2024 TRANSIT PERFORMANCE

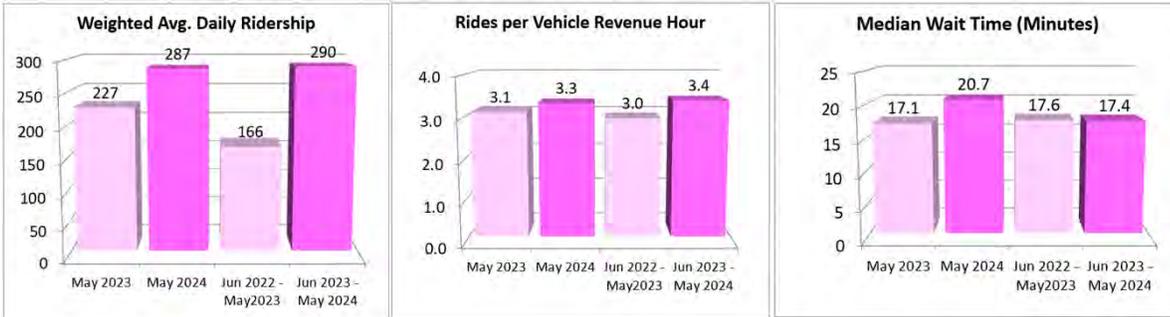
RTC RIDE



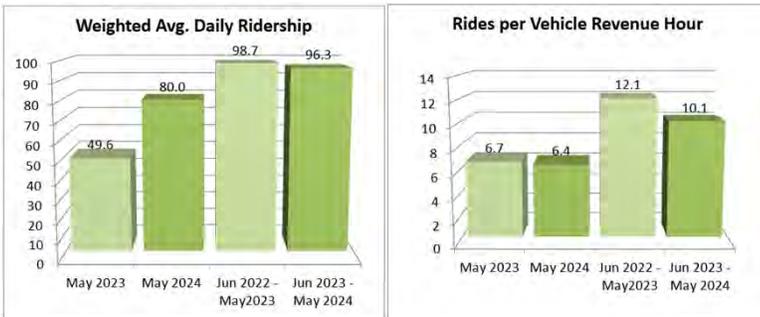
RTC ACCESS



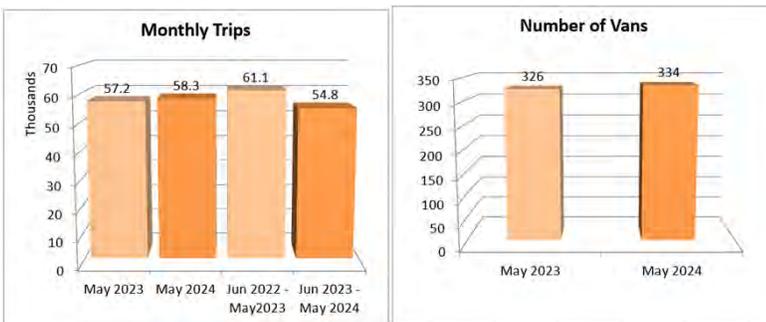
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.2.6

To: Regional Transportation Commission

From: Josh MacEachern, Public Information Officer

SUBJECT: Community and Media Outreach Activity Report

RECOMMENDED ACTION

Acknowledge receipt of monthly Community and Media Outreach Activities Report.

BACKGROUND AND DISCUSSION

See Attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

June 2024

Outreach Summary (Josh MacEachern, PIO):

June was a busy month for RTC, with major outreach focusing on the beginning of the South Virginia & I-580 Capacity and Safety Project as well as the pilot “Kids Ride Free” program running through August 11. RTC staff and consultants also held several informational pop-up events to speak with residents about the upcoming Lemmon Drive Resiliency Project.

Outreach Activities
Josh MacEachern, Project Manager
Status: RTC staff conducted the following outreach activities from June 1 through June 30
<i>Press Releases</i>
6.5.24 – <i>RTC Provides Free Rides for Kids through August 11</i>
6.13.24 – <i>Construction Begins on South Virginia & I-580 Project</i>
6.14.24 – <i>Media Alert: Interview Opportunity for South Virginia & I-580 Project</i>
6.19.24 – <i>RTC Activates New Traffic Signal at Moana Lane Intersection</i>
6.26.24 – <i>Lane Closures begin for Steamboat Parkway Improvement Project</i>
<i>Public Outreach</i>
6.7.24 – <i>Lemmon Drive Project Informational Popup (Bryan, CA Group, MJT)</i>
6.11.24 – <i>Lemmon Drive Project Informational Popup (Bryan/Paul/Josh, CA Group, MJT)</i>
6.10.24 – <i>North Valleys CAB (Paul/Amanda)</i>
6.12.24 – <i>Kids Café Media Event – RTC Free Rides for Kids (Commissioner Hill, Bill/Josh/Jim)</i>
6.13.24 – <i>Spanish Springs CAB (Paul, Amanda, Alex W.)</i>
6.19.24 – <i>ASCE Luncheon on the Future of Transportation (Dale/Commissioner Hill)</i>
6.20.24 – <i>South Truckee Meadows & Washoe Valley CAB – RTC Project, Planning & Transit Overview (Paul/Jeff)</i>
6.26.24 – <i>Nevada Legislature Silver Haired Forum – RTC Services for Seniors (Jim/Paul)</i>

Media Mentions
Josh MacEachern, Project Manager
6.5.24 – <i>(KOLO 8) – RTC offering free rides for kids during summer break</i>
6.5.24 – <i>(KTVN 2) – Kids Can Ride Free on RTC RIDE During Summer Break</i>
6.10.24 – <i>(KTVN 2) – RTC Offering Free Rides to Kids</i>
6.11.24 – <i>(NV Indy) – OPINION: Getting people out to vote creates a more perfect union</i>
6.13.24 – <i>(KUNR) – Local food bank and RTC collaborate to keep kids fed over summer</i>
6.16.24 – <i>(KTVN 2) – RTC to Begin Construction on South Virginia Street on Sunday</i>
6.18.24 – <i>(News 4) – Major safety improvements coming to South Virginia Street near East Patriot Boulevard</i>

6.18.24 (FOX 11) - Major safety improvements coming to South Virginia Street near East Patriot Boulevard

6.28.24 – (RGJ) – Critics call for tax cap, new vote as Washoe County fuel tax goes up July 1

Social Media engagement and reach has increased across all platforms.

Informational Materials and Video Production

Paul Nelson, Project Manager

Status: Four (4) topics were broadcast on KOLO-TV for The Road Ahead with RTC.

- S. Virginia Street & I-580 Capacity & Safety Project (Jeff)
- Oddie Wells Project Update (Josh)
- North Virginia Street Rehabilitation (Bryan)
- Kids Ride Free (Jim)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Amanda Callegari, Engineering Manager

SUBJECT: Sierra Street Bridge Replacement Project CMAR Delivery Method

RECOMMENDED ACTION

Authorize staff to pursue efforts to deliver the Sierra Street Bridge Replacement Project using the Construction Manager at Risk (CMAR) project delivery method, on a parallel path with planned and ongoing efforts to use the Design-Bid-Build project delivery method.

BACKGROUND AND DISCUSSION

There are three (3) main types of project delivery methods for publicly funded transportation projects in Nevada: Design-Bid-Build (DBB); Construction Manager at Risk (CMAR); and Design-Build (DB). As design has progressed on the Project, RTC staff began to identify potential advantages of using the CMAR delivery method, in particular the potential to offer valuable insight on diversions, safety, and access ideas for pedestrians, river users, and local traffic.

The CMAR delivery method involves procuring a general contractor with specialized experience to serve as a construction manager who assists the RTC in designing the project during the pre-construction phase, and then constructing the project if a construction price, as validated by an Independent Cost Estimator (ICE), is agreed upon by the contractor and the RTC. This general contractor is the “Construction Manager.” The CMAR delivery method is statutorily authorized in NRS 338.1685 et seq.

The CMAR process largely follows the typical DBB process through both the pre-construction and construction phases. However, the uniqueness of CMAR is the involvement of the Construction Manager and ICE during the pre-construction phase to provide constructability and estimating input into the typical design workshops, risk and innovation discussions, and construction schedule development meetings. The other uniqueness of the CMAR process is the Construction Manager's and ICE's development of Opinion of Probable Construction Cost (OPCC) estimates at each major design milestone, all culminating in a Guaranteed Maximum Price (GMP) for construction to secure a construction contract.

In May 2024, the project team held a meeting and used a Project Delivery Selection Approach (PDSA) tool to identify and analyze the advantages and disadvantages associated with both the DBB and CMAR delivery methods, considering the project's goals, challenges, opportunities, risks, and complexities, to form a consensus opinion of the most appropriate delivery method.

Using this systematic PDSA approach, staff has determined that CMAR is the recommended project delivery method for the Project. The CMAR delivery method offers value in terms of potential innovative construction solutions and aesthetic design, reductions in permitting risk, and improved understanding and pricing of construction risk. The Construction Manager may be able to shorten the construction schedule, which could generate cost savings and limit community impacts along the river walk and to adjacent businesses. Additionally, the CMAR delivery method will ensure that the limitations of construction activities are carefully managed and coordinated, thereby minimizing the disruption and potential negative impacts on adjacent businesses.

There will be upfront expenditures associated with the CMAR delivery method during the pre-construction phase, including the costs of the construction manager, the ICE, the design team, outside legal counsel, and other consultants, which are estimated to total approximately \$750,000 to \$1,250,000. There will be substantial staff time and resources required. In the event that RTC pivots back to the DBB delivery method, RTC will still be able to benefit from many (but not all) of those expenditures in terms of benefits to the project (design and cost certainty).

Schedule: The project design is currently at the 30% design level. The RTC and the project team are drafting an updated schedule to reflect the implementation of a CMAR delivery method. Despite the shift in delivery method, the project remains on its original timeline, with final design expected to conclude in February 2026.

Staff recommends that the Board approve this item. If the Board approves this item, RTC will pursue efforts to use the CMAR delivery method. If the Board does not approve this item, RTC will move forward with the DBB delivery method.

FISCAL IMPACT

The approval of necessary contracts and agreements would be presented to the RTC Board at a later meeting.

PREVIOUS BOARD ACTION

4/21/2023 Approved a contract with Jacobs Engineering Group, Inc., for professional services for the Sierra Street Bridge Replacement Project NEPA and Design, in an amount not-to-exceed \$3,653,128.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.3.2

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

SUBJECT: 2025-2026 University of Nevada Reno (UNR) Pavement/Materials Interlocal Cooperative Agreement

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the University of Nevada, Reno for research and engineering support activities from the Pavement Engineering and Science (PES) program in the amount of \$250,000.

BACKGROUND AND DISCUSSION

This cooperative agreement provides funding for the UNR Pavement/Materials Program to perform research and improve efficiency in the design and construction of roadway pavements in Washoe County. The UNR Engineering Department Pavement/Materials Program is a nationally recognized research facility that includes the Western Region Superpave Center. For nearly twenty years, this valuable local resource has allowed the RTC to implement the latest technological innovations and maximize the benefit of advances in materials for our unique local conditions. Staff will coordinate research efforts with the City of Reno, City of Sparks and Washoe County.

FISCAL IMPACT

Funding for this item is included in the FY 2025 and FY 2026 budgets.

PREVIOUS BOARD ACTION

7/15/2022 Approved an Interlocal Cooperative Agreement with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR), Civil Engineering Department, for the UNR Pavement/Materials Cooperative Research Program in an amount not-to-exceed \$200,000.

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is dated and effective as of July __, 2024, by and between the Regional Transportation Commission of Washoe County, Nevada, hereinafter called the RTC, and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, hereinafter called the UNIVERSITY.

WITNESSETH:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, the purpose of this Agreement is for the RTC to provide funding to the UNIVERSITY to perform certain research and engineering support activities critical to the design and construction of long lasting regional streets and highways in Washoe County, Nevada; and

WHEREAS, the RTC and the UNIVERSITY have been entering into substantially similar biennial agreements since 2003.

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

ARTICLE I - UNIVERSITY AGREES:

1. To perform the tasks, and provide the deliverables, identified in Exhibit A, within the agreed upon budget attached as Exhibit B.

2. To invoice the RTC quarterly for reimbursement of direct and indirect costs in an amount not to exceed One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) for the first year through June 30, 2025, not to exceed One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) for the second year through June 30, 2026, and not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) overall. The UNIVERSITY will

provide supporting documentation that the work performed conforms to the description of the tasks and deliverables.

3. To complete all tasks, and provide all deliverables, pursuant to schedules agreed to by the RTC, but no later than June 30, 2026.

ARTICLE II - RTC AGREES:

1. To provide funding to the UNIVERSITY upon the receipt of valid quarterly invoices. The total amount to be provided to the UNIVERSITY shall not exceed One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) annually and Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) overall.

2. To allow the UNIVERSITY to observe, review, and inspect associated pavement engineering related projects with the understanding that the UNIVERSITY will report all items of concern to the RTC's Project Manager.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2026.

2. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided prior to termination in an amount equal to the percentage of the task and deliverable completed prior to termination.

3. 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 telephonic facsimile or electronic mail 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 below:

FOR RTC:

Dale Keller, P.E., Engineering Director
Attn.: Scott Gibson, PE, Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1897
E-mail: bstewart@rtcwashoe.com

FOR UNIVERSITY:

TECHNICAL MATTERS:

Dr. Peter Sebaaly
Pavements/Materials Program
Department of Civil and Environmental Engineering
University of Nevada, Reno
Reno, NV 89557-0152
Phone: (775) 784-6565
E-mail: psebaaly@unr.edu

CONTRACTUAL MATTERS:

Thomas Landis
Grants and Contracts Manager
Office of Sponsored Projects/325
University of Nevada, Reno
Phone: (775) 784-4040
E-mail: tlandis@unr.edu

4. Reserved.

5. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.

6. To the fullest extent of NRS Chapter 41 liability limitations, each party agrees to indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct 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 the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 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.

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 RTC 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. Failure to declare a breach or the actual waiver of any particular 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.

9. An alteration ordered by the RTC which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and estimated scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

10. 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 jurisdiction of the Nevada district courts for enforcement of this Agreement.

11. 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 shall not be held to render any other provision or provisions of this Agreement unenforceable.

12. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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.

14. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents 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 is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

15. 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 each party only has the right to supervise, manage, operate, control and direct performance of the details incident to its respective 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.

16. Neither party shall assign, transfer, subcontract, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

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 engage in the cooperative action set forth herein.

18. 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 confidential by law or a common law balancing of interests.

19. 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.

20. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

21. This Agreement, including the program elements to be incorporated herein per Article I, paragraph 3, 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 particular 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

Bill Thomas, AICP
Executive Director

BOARD OF REGENTS,
NEVADA SYSTEM OF HIGHER EDUCATION
on behalf of the University of Nevada, Reno

Thomas A. Landis
Associate Director, Sponsored Projects

COOPERATIVE RESEARCH AGREEMENT FOR PAVEMENT TECHNOLOGY

Principle Investigators: Peter E. Sebaaly, Elie Y. Hajj, and Adam J.T. Hand – CEE

Sponsor: Washoe Regional Transportation Commission

Duration: July 1, 2024 – June 30, 2026

The pavement technology agreement is a bi-annual cooperative agreement between the Regional Transportation Commission of Washoe County (RTC) and the Pavement Engineering and Science (PES) program at the University of Nevada, Reno (UNR). The agreement is designed to work on issues that are critical to the design and construction of long-lasting roads throughout Washoe County.

Accomplishments under the Current Agreement

The last agreement was established on July 1, 2022 and will be completed on June 30, 2024. The following tasks were accomplished:

- **Task A: Assess the Implementation of Percent within Limit Specification**
This task evaluated the QA testing data from several RTC projects under the NDOT Percent within Limit Specification (PWL). A report was produced presenting the recommended actions to be taken based on the PWL in terms of bonuses or penalties for each produced lot of asphalt mixture.

The PWL_{Overall} for a given lot of AC mix was determined by the following:

$$PWL_{Overall} = 0.25 \times PWL_{Gradation} + 0.33 \times PWL_{AC} + 0.42 \times PWL_{In-Place\ Density}$$

The Pay Factor (PF) for each lot of asphalt mix was determined by the following:

$$PF = 55 + (0.5 \times PWL_{Overall})$$

The Progress Payment Adjustment (PPA) for each lot is the dollar amount (rounded to the nearest dollar), positive or negative, and was determined by the following:

$$PPA = \left(\frac{PF - 100}{100} \right) \times L \times C$$

Where:

PF = Pay Factor for each lot of the plant-produced asphalt mix

L = Tonnage amount per lot

C = Bid price per ton of the plant-produced asphalt mix

- **Task B: Percent Passing #200 Sieve Specification Assessment**
The objective of this task was to evaluate the influence of reducing the amount of material passing the #200 sieve (p200) on the durability performance of asphalt mixtures designed following the current RTC mix design method and gradation specifications (Orange Book Section 200.02). Samples of virgin materials were obtained and laboratory mixtures were prepared and evaluated for the following properties:
 - Moisture Sensitivity (TSR)
 - Resistance to rutting in the Hamburg Wheel Tracking Test

Exhibit A – Work Plan

- Resistance to cracking in the Ideal CT test

This task is still in-progress. Once completed, a technical report will be prepared summarizing the influence of p200 on mixture performance of the lab-produced asphalt mixtures along with the appropriate analyses to propose revised Section 200.02 p200 gradation limits to improve asphalt mixtures durability.

- Task C: Quality Assurance of Slurry Mixtures

This task was conducted as collaboration with a current research project funded by NDOT's Maintenance Division. The objective of this task was to develop a system for determining the various components of the field-produced slurry seal and microsurfacing mixtures. This task developed the following:

- Field sampling procedure to obtain representative field-produced mixture
- A process to extract the water, emulsion, and aggregate from the mixture
- Test to determine the gradation of the extracted aggregate
- Test to determine the amount of water in the mixture
- Test to determine the amount emulsion in the mixture
- Test to determine the amount asphalt residue in the mixture

A technical guide was prepared to describe the entire system and how it should be used for the quality assurance of the field produced slurry mixture.

- Task D: Technical Assistance

Responded to various inquiries on the RTC Pavement Design Guide.

Tasks to be completed under the 2024-2026 Agreement

Task A: Implementation of Percent within Limit Specification

The work completed under the 2022-2024 Agreement proved that it is feasible to implement the NDOT PWL system on RTC projects. The objective of this task will be to collect data from several RTC projects and calculate the following parameters:

- The PWL values for gradation, asphalt content, and in-place density for each lot.
- The overall PWL value for each lot.
- The PF for each lot.
- The PPA for the entire project in terms of bonus or penalty.

Based on the analyses of the data generated from the various projects, this task will develop a plan for the implementation of the PWL system on RTC projects.

Task B: Development of Superpave Mix Design Method

Based on the research efforts conducted under the previous Agreements, it was concluded that a Superpave mix design can be developed for RTC projects. This task will develop a Superpave mix design manual which will include the following parts:

- Aggregate gradation specifications.
- Aggregate properties specifications.
- Selection of number of gyrations for various mix types.
- Selection of laboratory performance tests.
- Mix design criteria for various mix types.
- Selection of optimum binder content.

Exhibit A – Work Plan

This Task will leverage and benefit from changes that various State Departments of Transportation (DOTs) have successfully made to the Superpave volumetric mix design method to ensure the durability of asphalt mixtures with high reclaimed asphalt pavement (RAP) content (i.e., more than 20%). Some changes that can be considered include regressed air voids, increased VMA requirements, Superpave 5, and corrected optimum binder content (COAC). The developed mix design manual will cover all the necessary laboratory test methods and analyses procedures.

Task C: Specifications for a Stress Relief Course

Mill and fill is the most common rehabilitation activity of asphalt concrete (AC) pavements. However, as this activity is applied over cracked AC pavements, the appearance of reflective cracking becomes very likely. The interface between the AC overlay and the cracked AC layer becomes a high stress concentration point which forces the existing cracks to propagate through the overlay at the rate of 1-inch per year. Therefore, a 4-inch AC overlay over a cracked AC pavement is expected to experience reflective cracking in 4 years, which will significantly reduce the service life of the pavement.

A stress relief course (SRC) is a balanced fine graded asphalt mixture with high resistance to reflective cracking without jeopardizing rutting. The high resistance to reflective cracking is achieved through polymer modified binder, high binder content, and low air voids. The SRC is constructed as a 1-inch layer sandwiched between the existing cracked AC pavement and the new AC overlay. The UNR-PES Program developed an SRC mix for Nevada DOT (NDOT), which has been successfully applied on several projects. The SRC mix must meet performance criteria for overlay test, flexural bending beam fatigue test, and Hveem stability test. The performance criteria were established to meet NDOT traffic and environmental conditions. The objective of this task is to develop an SRC mix to be used on RTC projects under the Truckee Meadows and Incline Village conditions for traffic and environment following the Superpave Mix Design that will be developed in Task B.

Task D: Assist RTC to apply for LCTM Grant

The Inflation Reduction Act (IRA) established the Low-Carbon Transportation Materials (LCTM) Grants program which provides funding for the use of construction materials that have substantially lower levels of greenhouse gas emissions. FHWA anticipates \$800 million will be available to non-State applicants, such as Washoe RTC, for LCTM award under a Notice of Funding Opportunity (NOFO) in the coming months.

The objective of this task is to assist Washoe RTC to prepare application for funds under the IRA-LCTM Program. Possible projects to be proposed include: use of higher RAP material (i.e., 30-45%) in HMA mixtures, use warm mix asphalt technology to reduce production and construction temperatures, and use recycled rubber/plastics as binder replacement. Balanced mix design can be used as the technology to assess the potential performance of HMA mixtures incorporating LCTM. The PES program will conduct applicable literature reviews and provide technical input to RTC engineering staff during the preparation and submittal of the application.

Exhibit B

PROJECT BUDGET

		Cumulative
	Fringe Rates	
LOA - All	9.80%	0.00
Total LOA Salaries		0.00
Professional Faculty (Acad./Admin)	31.60%	38710.00
Overload (w/o retirement)	2.50%	0.00
Postdoctoral	31.60%	0.00
Total Professional Salaries		38710.00
Graduate Assistants	15.10%	79200.00
Classified Personnel	41.60%	0.00
Hourly Wages	2.50%	8000.00
Total Other Salaries		87200.00
Total Salaries		125910.00
Fringe Benefits-Manual Entry		24391.56
Total Salaries & Fringe		150302.00
Travel		0.00
Materials & Supplies		5109.00
Services		1928.00
Rentals-Off Site Facilities		0.00
Participant Support		0.00
Subawards first \$25,000		0.00
Subawards over \$25,000		0.00
Total Subawards		0.00
Tuition & Fees		18711.00
Fellowships & Scholarships		0.00
Capital Equipment		0.00
Other Fixed Assets		0.00
Total Direct Costs		176050.00
Modified Total Direct Costs		157339.00
F&A Rate		
F&A Costs		73950.00
Total		250000.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.3.3

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Administrative Settlement - Jentz Family Trust

RECOMMENDED ACTION

Approve an administrative settlement in the amount of \$92,118 authorizing RTC to acquire certain property interests related to APN: 013-084-01 from Jentz Family Trust for the Mill Street Capacity and Safety Project.

BACKGROUND AND DISCUSSION

RTC is in the process of acquiring property needed for the Mill Street Capacity and Safety Project. RTC and Jentz Family Trust have negotiated an agreement to purchase certain property interests related to APN 013-084-021 contingent upon Board approval. The proposed purchase price is \$227,558, which represents a proposed administrative settlement of \$92,118 above RTC's original appraised value and offer of \$135,440. RTC Management Policy P-55 requires Board approval of administrative settlements in excess of \$50,000.

Staff recommends approval of the settlement. If the Board approves the settlement, the Executive Director will execute the attached agreement and RTC will acquire the property interests. If the Board does not approve the settlement, staff will continue to attempt to negotiate for the purchase of the property interests until it becomes necessary to file a complaint in eminent domain.

FISCAL IMPACT

The costs to acquire the subject property interests are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: 013-084-01
Situs': 2100 Mill Street

PUBLIC HIGHWAY AGREEMENT

THIS PUBLIC HIGHWAY AGREEMENT ("AGREEMENT"), made this 7 day of JULY, 2024 (the "EFFECTIVE DATE"), by and between Jon L. Jentz and Michelle Karen Jentz, trustees of the Jentz Family Trust dated September 26, 2016, hereinafter called the ("OWNER"), and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter called the ("RTC").

WITNESSETH:

1. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, represents the following:

(a) OWNER is the owner of that certain real property located in Washoe County, Nevada, described as Assessor's Parcel Number 013-084-01 (the "OWNER PROPERTY").

(b) OWNER owns fee title to OWNER PROPERTY and there are no prior encumbrances, liens, restrictions, covenants or conditions applicable to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

(c) That there are no leases, licenses, conditions, actions or threatened or pending litigation related to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

2. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, agrees as follows:

(a) To sell and convey a portion of the OWNER PROPERTY to the RTC, free and clear of any liens or encumbrances created by OWNER, by way of a grant, bargain and sale deed in substantially the form attached hereto as Schedule 1; this real property is described on Exhibit "A" to Schedule 1 and depicted on Exhibit "B" to Schedule 1, attached hereto and made a part hereof (the "LAND").

(b) To grant a temporary construction easement to the RTC upon, over and across a portion of the OWNER PROPERTY by way of a temporary construction easement document in substantially the form attached hereto as Schedule 2; this temporary construction easement is described on Exhibit "A" to Schedule 2 and depicted on Exhibit "B" to Schedule 2, attached hereto and made a part hereof (the "TCE EASEMENT AREA").

(c) To grant a public utility easement to the RTC upon, over and across a portion of the OWNER PROPERTY by way of a public utility easement document in substantially the form attached hereto as Schedule 3; this public utility easement is described on Exhibit "A" to Schedule 3 and depicted on Exhibit "B" to Schedule 3 attached hereto and made a part hereof (the "PUE AREA").

(d) To be responsible for the LAND, PUE AREA and TCE EASEMENT AREA, including risk and liability for loss and damage, including all repairs to the premises prior to the CLOSING DATE.

(e) To acknowledge and hereby does acknowledge, that a public highway and the necessary incidents thereto (the "PROJECT"), are to be located upon, over, and across the LAND.

(f) To waive, and hereby does waive, all claims and rights that OWNER may have to seek consequential, special and/or punitive damages in relation to any breach of the obligations contemplated in this AGREEMENT, and acknowledges that nothing in this AGREEMENT is intended to or shall it be construed to waive the rights, limitations and immunities of the RTC under Nevada Revised Statutes Chapter 41.

3. The RTC, in consideration of the promises and covenants of the OWNER herein set forth, agrees as follows:

(a) To pay to the OWNER in the manner hereinafter provided the sum of TWO HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$227,558), which shall be the total purchase price for the LAND, PUE AREA AND TCE EASEMENT AREA.

(b) To deliver to CONSULTANT such other documentation as CONSULTANT may reasonable require to close the transaction and consummate the real property transfers in accordance with the terms of this AGREEMENT.

(c) To acknowledge, and hereby does acknowledge, that the real property conveyed hereby is transferred and sold "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON, and that OWNER has not made and specifically disclaims any representations, warranties, promises, covenants or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future with respect to the LAND, PUE AREA and TCE EASEMENT AREA, and hereby waives any right to make any claim against OWNER based on any of the foregoing.

(c) To leave the TCE EASEMENT AREA in as neat and presentable condition as existed prior to RTC's entry.

4. In the event of any default by OWNER under this AGREEMENT, the RTC may, as its sole and exclusive remedy for such default, either: (1) terminate this AGREEMENT in its entirety by delivery of notice of termination to OWNER and receive a refund of all amounts paid by RTC to the OWNER, or (2) continue this AGREEMENT pending the RTC's action for injunctive relief and/or specific performance hereunder provided appropriate proceedings are commenced by the RTC within ninety (90) days following RTC's written notice to OWNER of OWNER's default. Nothing in this Section shall limit or impair the rights of the RTC to condemn or exercise its power of condemnation and eminent domain with respect to real property interests needed for the PROJECT including, but not limited to, the LAND, PUE AREA and TCE EASEMENT AREA.

5. With respect to the PROJECT, it is mutually agreed and understood by the RTC and by the OWNER as follows:

(a) Based upon the best information available to RTC for the time frame of the PROJECT, the term of the TCE EASEMENT shall commence on October 1, 2024 and shall continue through and including September 30, 2027. The RTC shall have the option, at its sole discretion, to extend the term of the TCE EASEMENT under the same terms and conditions of this AGREEMENT, for One (1) additional successive term of Twelve (12) months, for a total TCE EASEMENT term not to exceed four (4) years, by delivering written notice to OWNER not later than August 31, 2027. The RTC's exercise of the term extension option shall not be effective or binding upon the RTC unless and until the same has been approved by the appropriate official action of the RTC and communicated in writing to the OWNER.

(b) In the event the RTC exercises its option to extend the term of the TCE EASEMENT, the rental rate price to be paid by the RTC to the OWNER shall be that same rental rate as established in this AGREEMENT of: FORTY (\$40.00) per square foot for Assessor Parcel No. 013-084-01, multiplied by a rental rate of NINE percent (9%) multiplied by ONE (1) year, for a total amount of FIVE THOUSAND ONE HUNDRED TWENTY-SIX DOLLARS (\$5,126). Payment of the foregoing sum to OWNER by the RTC shall be a condition to the effectiveness of the option to extend the term of the TCE EASEMENT. Upon completion of the Project, the RTC will execute any documentation as may be reasonably necessary to cause the TCE EASEMENT to be released of record.

(c) That as soon as reasonably practicable following the EFFECTIVE DATE hereof, the RTC shall commence and thereafter shall use its commercially reasonable best efforts to complete the PROJECT within the timeline (as may be extended) previously provided to OWNER and as provided for by all applicable laws and standards.

6. It is further mutually agreed and understood by the RTC and by the OWNER as follows:

(a) The laws of the State of Nevada shall be applied in interpreting and construing this AGREEMENT. The party's consent to the exclusive jurisdiction and venue of the Second Judicial District Court in and for the State of Nevada, located in Washoe County, Nevada, for the enforcement of this AGREEMENT.

(b) This AGREEMENT shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

(c) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.

(d) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(e) The covenants and agreements expressed in the AGREEMENT shall survive the Close of project.

(f) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this AGREEMENT.

(g) Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

(h) That the persons signing this AGREEMENT and all related documents on behalf of the RTC and OWNER are duly authorized to so sign and have the full power and authority to bind them, and to enter into and perform the obligations hereunder.

(i) That this AGREEMENT may be executed in counterpart.

(j) Notices. Except as otherwise expressly specified in this AGREEMENT, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed given: (i) immediately when delivered by hand; (ii) the next business day when sent by overnight delivery by internationally recognized express courier such as Federal Express or UPS;

or (iii) three (3) days after deposit in the United States mail postage prepaid, registered or certified mail, return receipt requested:

To RTC:

Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

To OWNER:

Jentz Family Trust
Attn: Jon L. Jentz &
Michelle Karen Jentz
659 Third Avenue, Suite A
Chula Vista, CA 91910

RTC:

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

William Thomas, Executive Director

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____
by William Thomas as Executive Director of the
Regional Transportation Commission of Washoe County.

S
E
A
L

_____ Notary Public

My commission expires:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

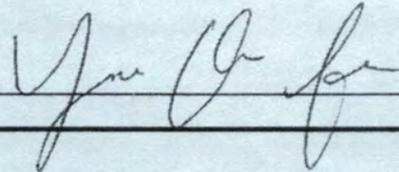
State of California
County of San Diego

On July 5, 2024 before me, Yesenia Ortiz Fortanel
(insert name and title of the officer)

personally appeared Jon L Jentz and Michelle K Jentz
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SCHEDULE 1

FORM OF GRANT, BARGAIN AND SALE DEED

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR, PLS
JACOBS ENGINEERING
50 W. LIBERTY ST., SUITE 205
RENO, NV 89501

EXHIBIT "A"
LEGAL DESCRIPTION

Ptn. of APN 013-084-01
Fee Parcel

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the right or southerly right-of-way line of Mill Street with Grantor's westerly boundary line, which is coincident with the easterly right-of-way line of Louise Street, 52.00 feet right of and at right angles to Highway Engineer's Station "M" 103+55.27 P.O.T.; said point of beginning further described as bearing S. 29°44'14" W. a distance of 2,939.59 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence from a tangent which bears N. 40°45'36" E., curving to the right along said westerly boundary line and said easterly right-of-way line, with a radius of 20.00 feet, through an angle of 76°18'52", an arc distance of 26.64 feet to the former right or southerly right-of-way line of Mill Street; thence S. 62°55'32" E., along said former southerly right-of-way line, a distance of 129.59 feet to Grantor's easterly boundary line; thence S. 25°47'53" W., along said easterly boundary line, a distance of 13.12 feet to said right or southerly right-of-way line of Mill Street; thence N. 63°45'10" W., along said southerly right-of-way line, a distance of 149.33 feet to the point of beginning; said parcel contains an area of 2,041 square feet (0.05 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

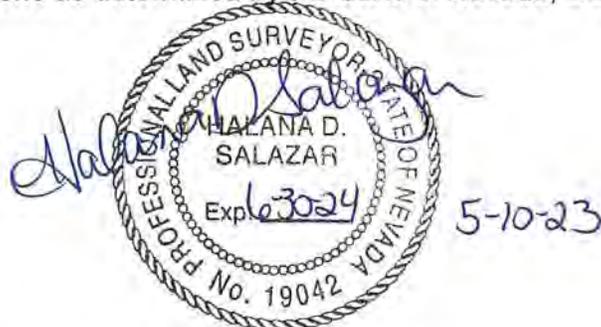


EXHIBIT "B"

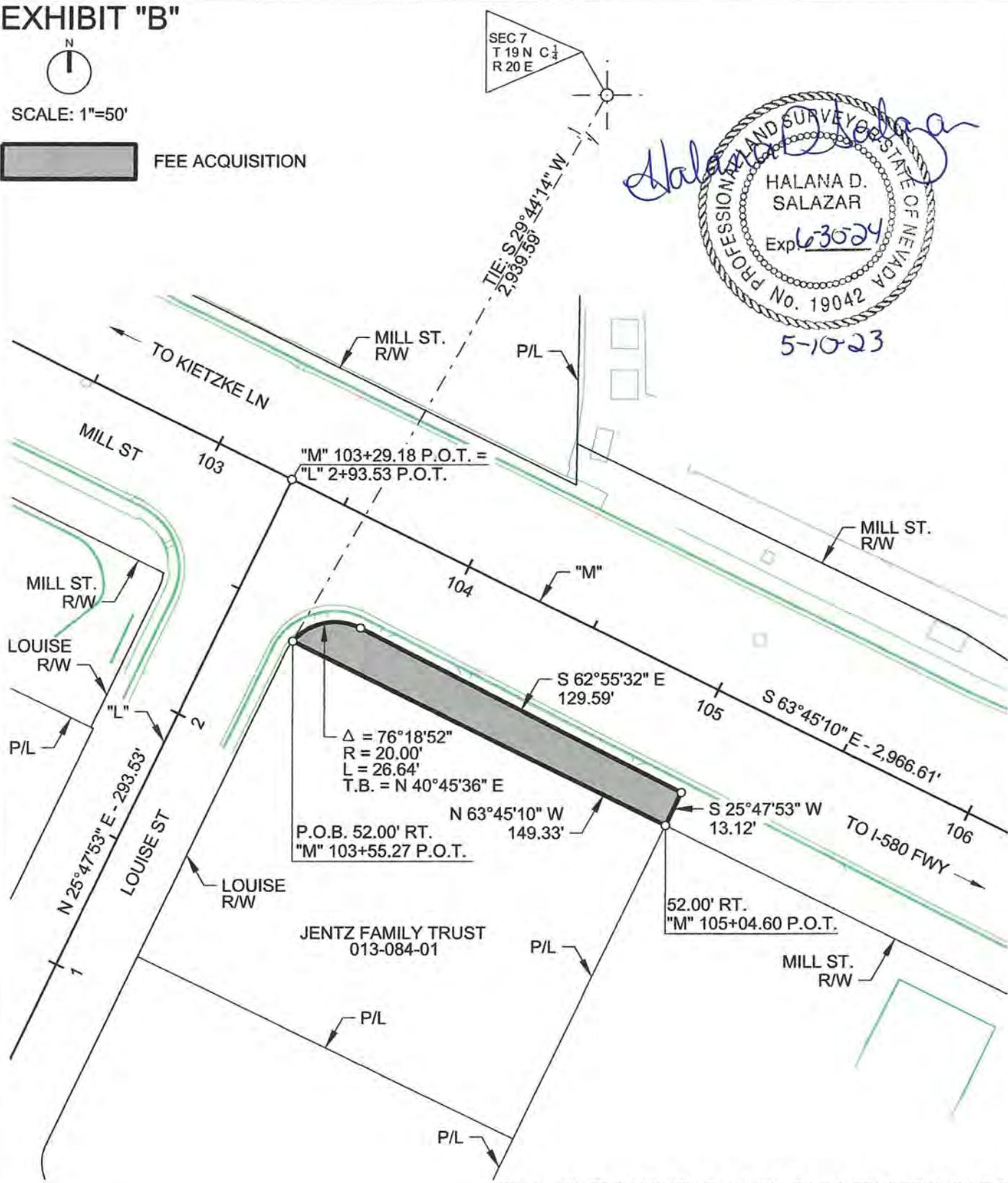
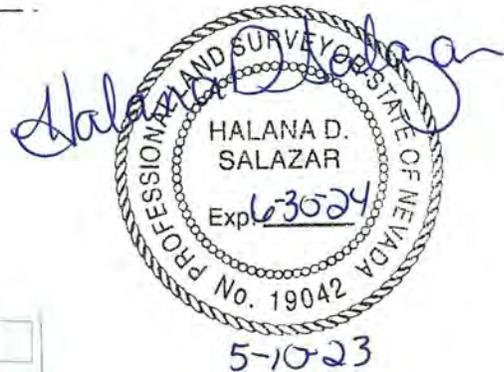


SCALE: 1"=50'



FEE ACQUISITION

SEC 7
T 19 N C 1
R 20 E



OWNER: JON L. JENTZ & MICHELLE KAREN JENTZ, TRUSTEES OF THE JENTZ FAMILY TRUST DATED SEPTEMBER 26, 2016

ASSESSOR PARCEL NO's: 013-084-01 APN 013-084-01

SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.

AREA: 2,041 SQUARE FEET

LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/09/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

SCHEDULE 2

FORM OF TEMPORARY CONSTRUCTION EASEMENT DEED

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR, PLS
JACOBS ENGINEERING
50 W. LIBERTY ST., SUITE 205
RENO, NV 89501

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

Ptn. of APN 013-084-01

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the right or southerly right-of-way line of Mill Street with Grantor's westerly boundary line, which is coincident with the easterly right-of-way line of Louise Street, 52.00 feet right of and at right angles to Highway Engineer's Station "M" 103+55.27 P.O.T.; said point of beginning further described as bearing S. 29°44'14" W. a distance of 2,939.59 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence S. 63°45'10" E., along said southerly right-of-way line, a distance of 149.33 feet to Grantor's easterly boundary line; thence S. 25°47'53" W., along said easterly boundary line, a distance of 9.50 feet; thence N. 63°45'10" W. a distance of 150.01 feet to said Grantor's westerly boundary line; thence N. 25°47'53" E., along said westerly boundary line and said easterly right-of-way line of Louise Street, a distance of 4.33 feet; thence from a tangent which the last described course, curving to the right along said westerly boundary line and said easterly right-of-way line, with a radius of 20.00 feet, through an angle of 14°57'43", an arc distance of 5.22 feet to the point of beginning; said parcel contains an area of 1,424 square feet (0.03 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



EXHIBIT "B"

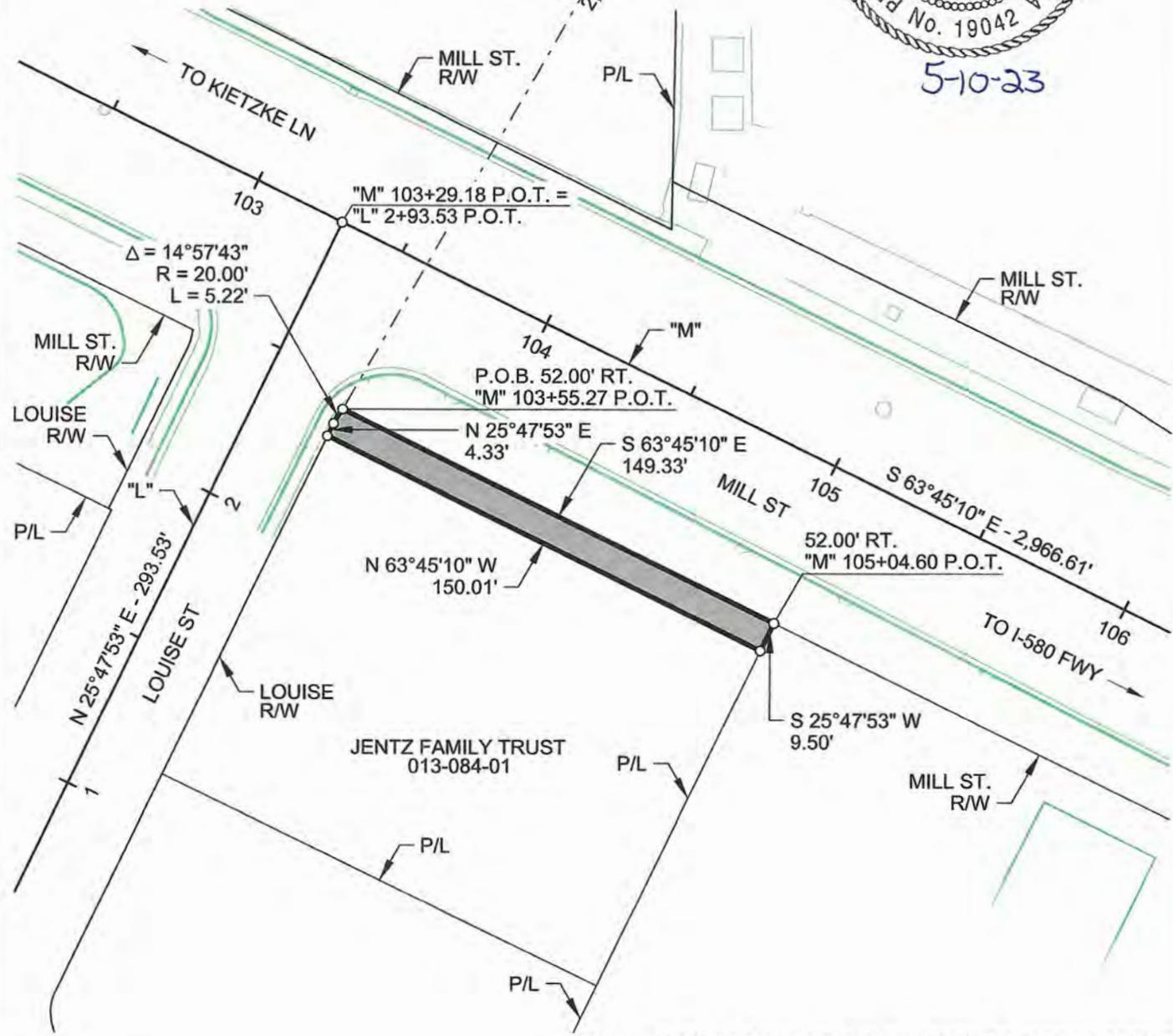


SCALE: 1"=50'



TEMPORARY CONSTRUCTION EASEMENT

SEC 7
T 19 N C 1
R 20 E



OWNER: JON L. JENTZ & MICHELLE KAREN JENTZ, TRUSTEES OF THE JENTZ FAMILY TRUST DATED SEPTEMBER 26, 2016

ASSESSOR PARCEL NO's: 013-084-01 APN 013-084-01

SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.

AREA: 1,424 SQUARE FEET

LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/10/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

SCHEDULE 3

FORM OF PERMANENT UTILITY EASEMENT DEED

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR, PLS
JACOBS ENGINEERING
50 W. LIBERTY ST., SUITE 205
RENO, NV 89501

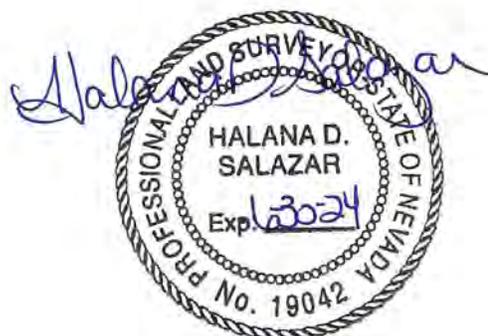
EXHIBIT "A"
NV ENERGY PERMANENT EASEMENT
LEGAL DESCRIPTION

Ptn. of APN 013-084-01

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at a point on the right or southerly right-of-way line of Mill Street, 52.00 feet right of and at right angles to Highway Engineer's Station "M" 104+16.32 P.O.T.; said point of beginning further described as bearing S. 28°32'53" W. a distance of 2,936.51 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence S. 26°14'50" W. a distance of 6.17 feet; thence N. 63°45'10" W. a distance of 33.50 feet; thence N. 26°14'50" E. a distance of 6.17 feet to said right or southerly right-of-way line; thence S. 63°45'10" E., along said southerly right-of-way line, a distance of 33.50 feet to the point of beginning; said parcel contains an area of 207 square feet (0.01 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



11-2-23

EXHIBIT "B"



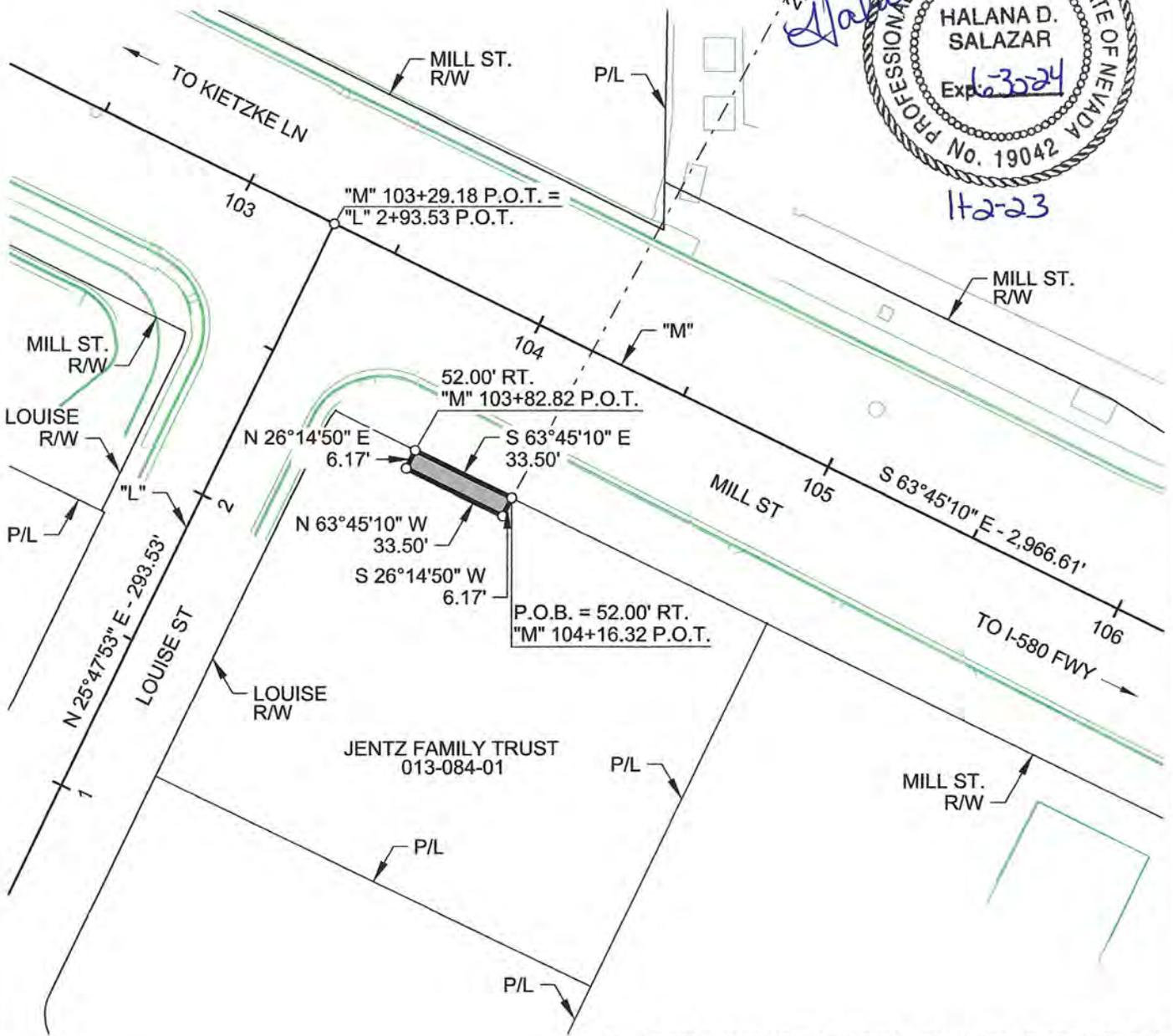
SCALE: 1"=50'



NV ENERGY
PERMANENT EASEMENT

SEC 7
T 19 N C 1
R 20 E

TIE: S 28°32'53" W
2,936.51'



OWNER: JON L. JENTZ & MICHELLE KAREN JENTZ, TRUSTEES OF THE JENTZ FAMILY TRUST DATED SEPTEMBER 26, 2016
 ASSESSOR PARCEL NO's: 013-084-01 APN 013-084-01
 SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.
 AREA: 207 SQUARE FEET
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

EASEMENT LOCATION MAP

JOB NO: W7Y47500

DATE: 11/02/2023

DRAWN BY: SB

CHECKED BY: HS

JACOBS

50 W. LIBERTY ST. STE #205
 RENO, NV 89501
 (775) 329-7300



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.3.4

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Resolution regarding Intention to Sell Property to City of Reno

RECOMMENDED ACTION

Adopt a resolution declaring an intention to sell property (APN 004-082-18; APN 004-061-29; APN 004-061-20; APN 004-061-26; APN 004-061-22; and APN 035-033-02) to the City of Reno.

BACKGROUND AND DISCUSSION

RTC acquired certain property between 1999 and 2004 for a planned US 395/Clear Acre/Sutro Interchange Improvement Project which was only partially completed. RTC no longer needs the property for the project or another roadway project.

In October 2023, the RTC Board authorized the Executive Director to negotiate the terms of a property exchange with the Truckee Meadows Water Authority (“TMWA”) for a portion of the property, and a sale of the remaining property to the City of Reno (“City”). Following additional RTC Board actions, the property exchange with TMWA was completed in March 2024. RTC and City staff have negotiated the terms of a proposed sale of the remaining property.

The City wants to acquire the remaining property (APN 004-082-18; APN 004-061-29; APN 004-061-20; APN 004-061-26; APN 004-061-22; and APN 035-033-02) for a public use and purpose related to affordable housing. When RTC property is no longer needed, and the property is sought by another public agency for a public use, RTC may sell the property to that public agency. NRS 277A.255(1)(c), referencing NRS 277.050.

RTC completed an appraisal of the property in October 2023 which valued the property at \$2,517,750. By letter dated October 31, 2023, RTC offered to sell the property to the City for that appraised value. After that offer, RTC completed the property exchange with TMWA. As part of the exchange, TMWA acquired the parcel and easements it needed for a specific site plan for the placement of water tanks on the parcel. Since then, the City has determined that TMWA’s planned placement of water tanks on its parcel would need to be changed to accommodate an affordable housing development on the parcels the City wants to purchase. By email on March 12, 2024, TMWA expressed that it is willing to work with the City to change

the water tank locations but the cost of the changes may be around \$400,000 to \$500,000 depending on the final water tank locations.

The City completed an appraisal of the property dated May 21, 2024, which valued the property at \$2,656,000. By letter dated June 17, 2024, the City offered to purchase the property from RTC for \$2,256,000 to reflect the City's appraisal and a \$400,000 reduction for the TMWA water tank development impacts. RTC staff is recommending that the property be sold to the City for \$2,256,000. The sale price reflects a reasonable assessment of value and is greater than the amount RTC originally paid for the property. The proceeds of the sale will be returned to the Street and Highway Fund and used by RTC for capital outlay on future roadway projects.

Approval of this resolution will satisfy the requirements in NRS 277.050(5). RTC would then hold a public meeting on July 19, 2024, to provide an opportunity for the public to make objections to the sale as required by NRS 277.050(5) and (6). If the RTC Board decides to move forward with the sale, the RTC Board would then adopt a resolution to approve the purchase and sale agreement and satisfy the requirements in NRS 277.050(7). RTC staff would then enter into the agreement and complete the sale.

FISCAL IMPACT

The proceeds of the sale will be returned to the Street and Highway Fund and will be used for capital outlay on future roadway projects.

PREVIOUS BOARD ACTION

10/20/2023 Authorized the Executive Director to negotiate the terms and conditions of the following agreements related to RTC property acquired as part of a planned US 395/Clear Acre/Sutro Interchange Improvement Project (APNs: 004-061-20, 004-061-22, 004-061-26, 004-061-28, 004-082-18, 035-033-02): (1) a property exchange agreement with the Truckee Meadows Water Authority (TMWA) whereby TMWA will acquire a portion of the RTC property for a water tank site and facilities project, and RTC will acquire a TMWA parcel located at 9675 Western Skies Drive (APN: 140-051-23) for a planned roadway project; and (2) a purchase and sale agreement with the City of Reno for the sale of the remaining RTC property to the City of Reno for a public use related to affordable housing.

RESOLUTION NO. 24-07

A RESOLUTION DECLARING AN INTENTION TO SELL PROPERTY (APN 004-082-18; APN 004-061-29; APN 004-061-20; APN 004-061-26; APN 004-061-22; APN 035-033-02) TO THE CITY OF RENO

WHEREAS, the Regional Transportation Commission of Washoe County, Nevada (“RTC”) acquired certain property for a planned US 395/Clear Acre/Sutro Interchange Improvement Project that was only partially completed; and

WHEREAS, the property was purchased under the threat of eminent domain proceedings by RTC pursuant to chapter 37 of the Nevada Revised Statutes (“NRS”); and

WHEREAS, RTC no longer needs APN 004-082-18; APN 004-061-29; APN 004-061-20; APN 004-061-26; APN 004-061-22; and APN 035-033-02 (the “Property”) for the project or another roadway project; and

WHEREAS, the City of Reno (“City”) has represented that it intends to purchase the Property for a public use and purpose related to affordable housing; and

WHEREAS, RTC intends to sell the Property to the City pursuant to NRS 277A.255(1)(c) and NRS 277.050; and

WHEREAS, the terms of the sale are more particularly described in the “Purchase and Sale Agreement” attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA:

Section 1. RTC staff has determined that \$2,256,000 is a reasonable price for the Property.

Section 2. The City has represented that it will use the Property for a public use and purpose related to affordable housing.

Section 3. RTC hereby declares its intention to sell the Property to the City for the minimum price of \$2,256,000 upon the terms more particularly described in the “Purchase and Sale Agreement” attached hereto as Exhibit A.

Section 4. As required by NRS 277.050(5)(c), the RTC Board of Commissioners shall hold a public hearing at its regular meeting on August 16, 2024, at which objections to the sale may be made by the electors of Washoe County.

Section 5. As required by NRS 277.050(6), RTC staff shall publish notice of the adoption of this resolution and of the time and place of the public hearing on August 16, 2024, in a newspaper of general circulation published in Washoe County. The notice must be published not less than twice, on successive days, the last publication to be not less than 7 days before the date of the public hearing.

Section 6. The authority granted under the foregoing resolutions shall be deemed to include, in the case of each such resolution, the authority to perform such further acts and deeds as may be necessary, advisable or appropriate, in the judgment of RTC staff, to take such further actions in compliance with law as may be necessary or desirable to give effect to the foregoing resolutions.

Section 7. This resolution shall become effective on its passage and adoption.

PASSED, ADOPTED AND APPROVED on July 19, 2024.

Chair
Regional Transportation Commission of
Washoe County

Exhibit A

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made and entered into as of the Effective Date (defined below), by and between the Regional Transportation Commission of Washoe County, Nevada, a regional transportation commission governed by Nevada Revised Statutes Chapter 277A (“**Seller**” or “**RTC**”), and City of Reno (“**Buyer**”) (Seller and Buyer each a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, as part of Seller’s US 395/Clear Acre/Sutro Interchange Improvement Project (“**Project**”), Seller acquired title to certain parcels located at the southwest corner of Clear Acre Lane and Scottsdale Road in Reno, Nevada: APN 004-082-18; APN 004-061-29; APN 004-061-20; APN 004-061-26; APN 004-061-22; and APN 035-033-02 (collectively, the “**Parcels**”).

WHEREAS, Buyer has represented that it intends to purchase the property for a public use and purpose related to affordable housing.

WHEREAS, on July 19, 2024, Seller’s Board of Commissioners adopted a resolution declaring Seller’s intention to sell the Parcels to Buyer.

WHEREAS, on August 16, 2024, Seller’s Board of Commissioners heard objections, if any, to the proposed sale of the Parcels to Buyer. Seller’s Board of Commissioners thereafter adopted a resolution approving the sale of all of Seller’s right, title, and interest in and to the Parcels to Buyer, authorizing the RTC Executive Director to execute this Agreement, and authorizing the RTC Chair to execute and deliver a quitclaim deed conveying the Parcels to Buyer upon performance of all of the terms and conditions of this Agreement.

WHEREAS, on August 28, 2024, Buyer’s City Council approved the purchase.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject only to the contingencies set forth herein, Buyer and Seller agree as follows:

AGREEMENT

1. Definitions. For the purpose of this Agreement, the following terms shall have the following definitions:

1.1. “Affiliate” shall mean, with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, such Person. For these purposes, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any Person, whether through the ownership of voting securities, by contract or otherwise.

1.2. “Closing Date” means the date upon which Closing (defined below) actually occurs, as such date may be modified pursuant to mutual agreement of Buyer and Seller; provided that such date is on or before October 31, 2024 (the “**Outer Closing Date**”).

1.3. “Effective Date” means the later of (i) the date on which the Parties deliver a copy of this Agreement to Escrow Holder executed by both Buyer and Seller, and (ii) notice of such delivery and execution is given to each Party along with a copy of such executed Agreement. For the purposes of determining the “Effective Date,” the date on which the Escrow Holder sends an email to all Parties notifying them of the opening of escrow shall be deemed notice to each Party of the execution and delivery of the Agreement.

1.4. “Escrow Holder” means Ticor Title of Nevada, Inc., 5441 Kietzke Lane, Suite 100, Reno, Nevada 89511 (attention: Luann Barnes).

1.5. “Hazardous Substances” means any and all substances, materials and wastes which are regulated as hazardous or toxic under applicable local, state or federal law or which are classified as hazardous or toxic under local, state or federal laws or regulations, including, without limitation, (i) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “solid waste,” “pollutant” or “contaminant” as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) (“SARA”), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) (“RCRA”), the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Hazardous and Solid Waste Amendments of 1984 (Public Law 86-616 Nov. 9, 1984), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, and (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials.

1.6. “Inspection Period” means the period beginning on the Effective Date and ending at 5:00 p.m. (Pacific Time) on the forty-fifth (45th) calendar day following the Effective Date.

1.7. “Person” shall mean all natural persons, corporations, limited partnerships, general partnerships, limited liability companies, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and branches agencies and political subdivisions thereof.

1.8. “**Title Company**” means Ticor Title of Nevada, Inc., 5441 Kietzke Lane, Suite 100, Reno, Nevada 89511 (attention: Luann Barnes).

2. **Sale of Property; Purchase Price.**

2.1. **Sale of Property.** Subject to the terms, covenants and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in and to the Parcels, as more particularly described in Exhibit A and depicted in Exhibit B, with all of Seller's right, title and interest in and to all water, air and mineral rights, interests, privileges, entitlements, utility deposits, easements, rights, improvements, hereditaments and appurtenances to said Parcels (collectively the “**Property**”).

2.2. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property is Two Million Two Hundred Fifty-Six Thousand and no/100 Dollars (US \$2,256,000.00), which shall be in cash or other immediately available funds (the “**Purchase Price**”).

2.3. **No Financing Contingency.** Buyer acknowledges that the Buyer’s obligation to consummate the transaction contemplated hereby is not contingent upon Buyer’s ability to obtain financing and that the Closing (defined below) will not be deferred to allow Buyer time to obtain financing. Buyer further acknowledges that no financing for this transaction will be provided by Seller, nor shall Buyer be permitted to assume Seller’s existing financing, if any.

2.4. **Payment of the Purchase Price.** The Purchase Price shall be payable as follows:

2.4.1. **Deposit.** On or before the date that is ten (10) calendar days after the Effective Date, Buyer shall initiate a wire transfer to Escrow Holder in the amount of five thousand and no/100 dollars (US \$5,000.00) as a good faith deposit (the “**Deposit**”), which shall be applicable to the Purchase Price at Closing. The Deposit shall be nonrefundable after the expiration of the Inspection Period (if Buyer has not terminated the Agreement), except on account of the failure of any of Buyer’s Closing Conditions (defined below) and as otherwise set forth herein. The benefit of the Deposit shall be retained by Seller pursuant to Section 10.1 if this Agreement is terminated or if the Closing does not occur by the Closing Date for any reason other than (a) upon the failure of a contingency or condition contained in Sections 3 or 4.1, or (b) if this Agreement is terminated by Buyer in accordance with any of Sections 4.1.2, 6.1, 6.2, 9.1, or 10.2, in which case the Deposit shall be immediately refunded by Escrow Holder to Buyer.

2.4.2. **Balance of Purchase Price.** Buyer shall deposit into Escrow an amount equal to the Purchase Price, plus Buyer’s Closing Cost, minus the amount of the Deposit, less credits due to Buyer under Section 3.9 hereof (the “**Cash Balance**”) in the form of immediately available United States federal funds no later than the Closing Date.

2.5. **Interest.** All funds received from or for the account of Buyer shall be deposited by Escrow Holder in an interest-bearing account with a federally insured state or national bank, redeemable on not more than one day's notice. Interest shall accrue for the benefit of Buyer.

3. **Escrow; Closing Conditions and Other Closing Matters.**

3.1. **Escrow.** Upon the execution of this Agreement by Buyer and Seller, and the acceptance of this Agreement by Escrow Holder in writing, this Agreement shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder to open escrow (the "**Escrow**") for the consummation of the sale of the Property to Buyer pursuant to this Agreement. Upon Escrow Holder's receipt of the Deposit and Escrow Holder's written acceptance of this Agreement, Escrow Holder shall send email confirmation of the opening of Escrow to all Parties in accordance with Section 1.3 above, and is authorized to act in accordance with the terms of this Agreement. If required by Escrow Holder, Buyer and Seller shall promptly execute general escrow instructions based upon this Agreement; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement shall control. Any disbursements made to the Parties by Escrow Holder shall be made with immediately available United States federal funds. Notwithstanding the foregoing, Buyer and Seller shall retain the right to deliver supplemental escrow instructions to Escrow Holder pertaining to the delivery and release of documents and similar matters.

3.2. **Closing Date.** The consummation of the sale of the Property through Escrow shall close (the "**Closing**" or "**Close of Escrow**") on the Closing Date (or such other date as may be agreed upon by the Parties) provided that all conditions to the Closing set forth in this Agreement have been satisfied or waived in writing by the Party intended to be benefited thereby. In the event that the Closing does not occur on or before the Outer Closing Date, this Agreement shall terminate and neither Party shall have any further obligation to the other except to the extent that failure to close was caused by default of Buyer or Seller, in which case the Parties shall have the remedies upon default described in Sections 10.1 and 10.2.

3.3. **Buyer's Conditions to Closing.** The Closing is subject to and contingent on the satisfaction of only the following conditions (collectively, "**Buyer's Conditions to Closing**") or the waiver of the same by Buyer in writing:

3.3.1. **Accuracy of Seller's Representations and Warranties.** All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing.

3.3.2. **Seller's Performance.** Seller shall have timely performed, satisfied and complied in all material respects with all material covenants, agreements and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

3.3.3. **Title Policy.** The Title Company is willing to issue the Title Policy complying with the requirements of Section 4.2 upon the payment of the premium therefor and the provision of any information or assurances from Seller required by the Title Company.

3.3.4. No Adverse Action. There shall exist no pending or threatened action, suit or proceeding with respect to Seller or the Property before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transaction contemplated hereby.

3.4. Seller's Conditions to Closing. The obligations of Seller to consummate the transactions provided for herein are subject to and contingent upon the satisfaction only of the following conditions or the waiver of same by Seller in writing:

3.4.1. Accuracy of Buyer's Representations and Warranties. All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing.

3.4.2. Buyer's Performance. Buyer shall have timely performed, satisfied and complied in all material respects with all material covenants, agreements and conditions required by this Agreement to be performed or complied with by Buyer on or before the Closing Date.

3.5. Closing Costs and Charges.

3.5.1. Seller's Costs. None.

3.5.2. Buyer's Costs. Buyer shall pay (a) all of the Escrow Holder's escrow fees in connection with the Escrow; (b) recording fees payable in connection with the transfer of the Property to Buyer from Seller; (c) the cost of the Title Policy (including the cost of any endorsements); (d) the costs of any due diligence investigations conducted by or for the benefit of Buyer; and (e) all documentary and/or transfer taxes on the Deed, if any.

3.5.3. Other Costs. All other costs relating to the Closing, if any, shall be borne by Buyer; provided, however, that, except as otherwise expressly set forth in this Agreement, each Party hereto shall be responsible for its own attorney's fees and costs in connection herewith.

3.6. Deposit of Documents by Seller. On or before the Closing Date, Seller shall deposit the following items into Escrow, each of which shall be duly executed and acknowledged by Seller where appropriate:

- (a) The Quitclaim Deed;
- (b) A Certification of Non-Foreign Status (the "**Certification**");
- (c) All other documents as may reasonably be required by Escrow Holder or Buyer to close the Escrow in accordance with this Agreement.

3.7. Deposit of Documents and Funds by Buyer. On or before the Closing Date, Buyer shall deposit the following items into Escrow, each of which shall be duly executed and acknowledged by Buyer where appropriate:

- (a) The Cash Balance;
- (b) All other funds and documents as may reasonably be required by Escrow Holder or Seller to close the Escrow in accordance with this Agreement.

3.8. Delivery of Documents and Funds at Closing. Provided that all conditions to Closing set forth in this Agreement have been satisfied or, as to any condition not satisfied, waived by the Party intended to be benefited thereby, on the Closing Date, Escrow Holder shall conduct the Closing by recording and/or distributing the following documents and funds in the following manner:

3.8.1. Recorded Documents. Record the Quitclaim Deed in the Official Records of Washoe County, Nevada;

3.8.2. Purchase Price. Deliver to Seller the Purchase Price and such other funds, if any, as may be due to Seller by reason of net credits under this Agreement;

3.8.3. Buyer's Documents. Deliver to Buyer: (a) the original Title Policy (as soon as practicable after Closing, but in any event not later than ten (10) calendar days following the Closing); (b) the original Certification; and (c) a counterpart of the recorded Quitclaim Deed;

3.8.4. Seller's Documents. Deliver to Seller an original fully executed counterpart of every document executed by Buyer and copies of every other document delivered to Buyer.

3.9. Prorations and Adjustments. Those items described below shall be adjusted and prorated and apportioned between the Parties on an accrual basis and/or other reasonable method, taking into account the extent to which the same are attributable to periods before and after the Closing Date. Net credits in favor of Buyer shall be deducted from the Purchase Price and net credits in favor of Seller shall be paid to Seller in cash through Escrow at the Closing.

3.9.1. Taxes and Assessments. All real estate taxes and assessments (including without limitation ad valorem, school, intangible and use taxes) relating to the Property shall be prorated based on the current year's tax bills.

3.9.2. Operating Expenses. Any and all deposits and charges for services, utilities, or any other expenses incurred in the operation of the Property shall be prorated between the Parties. Seller and Buyer shall obtain billings and meter readings available as of the Closing Date to aid in any such prorations, if available.

4. Title Matters: Conveyance of the Property.

4.1. Preliminary Title Report. Within five (5) calendar days of the Effective Date, Title Company shall cause to be provided to Buyer and Seller a preliminary title report for title insurance to be issued by Title Company with respect to the Property, together with copies of all underlying title documents described in such preliminary title report (collectively, the “**PTR**”).

4.1.1. If Buyer disapproves of any item in the PTR, then Buyer shall so notify Seller in writing on or before the date that is seven (7) calendar days prior to the expiration of the Inspection Period. If Buyer does not timely object in writing to any exception or other matter in the PTR, then Buyer shall be deemed to have approved the PTR. Seller shall be obligated to cure any of Buyer’s objections as to monetary encumbrances, and shall have the right, but not the obligation, to notify Buyer on or before the date which is three (3) business days following receipt of any Buyer objections that Seller that Seller will cure any exception objected to by Buyer and, in such case, shall provide such documents or funds as shall reasonably be required by the Title Company to remove or to cure such disapproved items, and/or to obtain a bond or title commitment (or endorsement, subject to Buyer’s approval, which shall not be unreasonably withheld) removing the effect of such items as exceptions from the Title Policy. Seller’s failure to deliver such notice to Buyer with respect to any disapproved item shall be deemed to be an election by Seller not to so remove or to cure such non-monetary encumbrance or obtain such a bond, title commitment or endorsement.

4.1.2. If Seller elects not to remove or to cure any non-monetary encumbrance (or is otherwise deemed to have elected not to so remove or to cure the same), then Buyer shall have the right exercisable on or before the expiration of the Inspection Period to either (i) waive such exceptions to the Title Policy, and proceed to take title to the Property (and accept the Title Policy) subject to such exceptions, without any deduction or offset in the Purchase Price, and without any claim or cause of action against Seller, or (ii) terminate this Agreement, in which case the Deposit shall promptly be returned to Buyer, this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except those that are expressly stated to survive the Closing.

4.2. Buyer’s Title Policy. At the Closing, Escrow Holder shall cause the Title Company, at Buyer’s sole cost, to issue to Buyer an ALTA Owner’s Policy of Title Insurance (the “**Title Policy**”) which shall be written with liability in the amount of the Purchase Price, and contain only such exceptions as are acceptable to Buyer in accordance with its title review pursuant to Section 4.1, and subject to Seller’s election to remove or not remove Buyer’s disapproved items pursuant to Section 4.1.1, and such endorsements as Buyer may require. If Buyer elects to obtain an ALTA Extended Coverage Policy of Title Insurance, Buyer shall also be responsible for the cost of any endorsements to the Title Policy Buyer may request. Escrow Holder shall cause a pro forma policy to be delivered to Buyer upon request.

4.2.1. Conveyance of the Property. Seller shall convey title to the Property to Buyer by quitclaim deed in the form of Exhibit C attached hereto (the “**Quitclaim Deed**” or “**Deed**”).

4.3. Delivery of Possession. Seller shall deliver possession of the Property to Buyer at the Closing.

5. Commissions. Buyer and Seller each represent and warrant to the other that there are no commissions, finder's fees or brokerage fees arising out of the transactions contemplated by this Agreement as a result of Seller's or Buyer's actions. Seller shall be solely responsible for any and all liabilities, claims, demands, costs and expenses, including, without limitation, reasonable attorneys' fees and costs in connection with claims for any such commissions, finders' fees or brokerage fees arising out of Seller's actions. Buyer shall be solely responsible for any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in connection with claims for any such commissions, finders' fees or brokerage fees arising out of Buyer's actions.

6. Damage or Destruction; Condemnation.

6.1. Casualty Damage. If the Property is damaged by any casualty prior to the Close of Escrow, and the cost to repair such damage is in excess of \$50,000.00, Buyer shall have the right, by giving notice to Seller before the Closing Date, to terminate this Agreement, in which case the Deposit shall promptly be returned to Buyer, this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except those that are expressly stated to survive the Closing. If Buyer does not elect to terminate this Agreement on account of a casualty, then this Agreement shall remain in full force and effect and, at the Closing, Buyer shall take title to the Property subject to such casualty without any reduction or offset to the Purchase Price; provided, however, that in such event, Seller shall assign all insurance proceeds relating to such casualty event, if any, to Buyer at Closing, together with the amount of any deductible.

6.2. Eminent Domain. If written notice from a governmental entity is received by Seller evidencing notice of intent to exercise its power of eminent domain of all or any portion of the Property or proceedings are commenced for the taking by exercise of the power of eminent domain of all or any portion of the Property, Buyer shall have the right, by giving notice to Seller, to terminate this Agreement, in which case the Deposit shall promptly be returned to Buyer, this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except those that are expressly stated to survive the Closing. If there is any right to terminate this Agreement pursuant to the preceding sentence but neither Party exercises such right, then this Agreement shall remain in full force and effect, and Buyer shall take title to the Property subject to such taking without any reduction or offset to the Purchase Price, but with an assignment of all rights to awards and compensation (and/or any awards and/or compensation received) on account of any such taking.

6.3. Effect of Section 6. This Section is intended as an express provision with respect to the destruction, damage, or condemnation of the Property which supersedes the provisions of the Nevada Uniform Vendor and Purchaser Act, NRS 113.030 et seq.

7. Seller's Representations and Warranties. Seller represents and warrants to Buyer that as of the Effective Date and as of the Closing Date:

7.1. Seller has the full power and authority to execute, deliver and perform its obligations under this Agreement;

7.2. This Agreement and all agreements, instruments and documents herein provided to be executed by Seller, as the case may be, are and as of the Closing shall be duly authorized, executed and delivered by and are and shall be binding upon Seller;

7.3. Seller is not a “foreign person”, “foreign partnership”, “foreign trust”, “foreign estate” or “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code;

7.4. Seller has no knowledge of any condition on the Property that is or has been in violation of any environmental law and has not received any formal or informal notice from any governmental authority alleging that any condition on the Property is or has been in violation of any environmental law, or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances on the Property;

7.5. There are no parties other than Seller in possession of any portion of the Property;

7.6. During the term of this Agreement, Seller will not transfer the Property, or any part thereof, or create on the Property any easements, liens, mortgages, encumbrances, or other interests adversely affecting the use of the Property that will survive Closing or permit any changes in the zoning classification of the Property;

7.7. There are no pending condemnations, litigation or other proceedings against or affecting any part of the Property of which Seller has actual notice, and to Seller’s actual knowledge no such actions or proceedings are threatened; and

7.8. There are no service, maintenance, supply, management, or other contracts related to the operation of the Property by which Buyer or the Property will be bound after the Closing other than those contracts identified in the PTR.

8. **Buyer’s Representations and Warranties.** Buyer represents and warrants to Seller that as of the date of this Agreement and as of the Closing Date:

8.1. Buyer has the full power and authority to execute, deliver and perform Buyer’s obligations under this Agreement;

8.2. This Agreement and all agreements, instruments and documents herein provided to be executed by Buyer, as the case may be, are and as of the Closing shall be duly authorized, executed and delivered by and are and shall be binding upon Buyer; and

8.3. Buyer is not, nor will Buyer become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked

Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

9. Inspection and Review: Access to the Property.

9.1. Inspection of the Property. Buyer shall have until the expiration of the Inspection Period to make physical inspections of the Property; provided, however, Buyer shall notify Seller's designated representative of its inspection activities and a representative of Seller shall have the right (but not obligation) to be present at any such inspections. If Buyer determines, in its sole discretion, that the Property is not suitable for Buyer's intended use, Buyer may, subject to the terms hereof, terminate this Agreement by delivering written notice of its intent to terminate this Agreement to Seller before the expiration of the Inspection Period, in which case the Deposit shall promptly be returned to Buyer, this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except those that are expressly stated to survive the Closing. In the event that Buyer fails to deliver such termination notice before the expiration of the Inspection Period, Buyer will be deemed to have elected to move forward with the transaction. In the event that Buyer elects to terminate this Agreement for any reason, Buyer shall cause any reports, investigations, studies or other materials hired or prepared by or for Buyer relating to the Property ("**Property Studies**") to be furnished to Seller promptly after such election. Access to the Property shall be subject to the following additional limitations and conditions:

9.1.1. Buyer (or its agent as the case may be) shall possess worker's compensation insurance reasonably in accordance with applicable law, and Buyer's agent(s) shall possess commercial general liability or other appropriate insurance in an amount not less than \$1,000,000 per occurrence;

9.1.2. Buyer shall, at its own expense, promptly repair any damage caused by its investigation of the Property;

9.1.3. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, inclusive, and only to such extent, Buyer shall protect, indemnify, defend and hold the Seller and Seller's commissioners, officers, employees, and agents free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs, directly arising from Buyer's inspection and testing of the Property. Buyer will assert the defense of sovereign immunity as appropriate in all cases, including indemnity actions. Buyer's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations;

9.1.4. Buyer shall be responsible for the costs of repairing any and all damages to any portion of the Property arising from Buyer's conducting such due diligence, inspections, surveys, tests, and studies. Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyers' right of inspection and the activities contemplated by Section 9.1 of this Agreement;

9.1.5. Without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Buyer shall not drill any test wells or engage in any other invasive testing or sampling of the Property; and

9.2. Buyer acknowledges that prior to the Closing: (i) Buyer has or will have conducted such surveys and inspections, and made such tests and other studies of the Property to the extent Buyer deems necessary or advisable, and (ii) Seller has or will have provided Buyer with adequate opportunity to make such inspections and investigations concerning the Property, to the extent Buyer has, in Buyer's discretion, deemed necessary or advisable as a condition precedent to Buyer's purchase of the Property and to determine the physical, environmental, land use and other characteristics of the Property (including, without limitation, its subsurface) and its suitability for Buyer's intended use.

10. Default.

10.1. BUYER DEFAULT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF BUYER HAS NOT TERMINATED THIS AGREEMENT IN WRITING PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND IF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED AS AND WHEN CONTEMPLATED HEREIN (TIME BEING OF THE ESSENCE) FOR ANY REASON OTHER THAN (A) SELLER'S DEFAULT UNDER THIS AGREEMENT WHICH IS NOT PROMPTLY CURED AS PROVIDED IN SECTION 10.2 BELOW, OR (B) A TERMINATION PURSUANT TO AND IN ACCORDANCE WITH ANY SECTIONS HEREOF, OR (C) A FAILURE OF ANY CONTINGENCY OR CONDITION (OTHER THAN A FAILURE TO PERFORM BY SELLER, WHICH SHALL BE SUBJECT TO NOTICE AND CURE RIGHTS AS SET FORTH IN SECTION 10.2 BELOW) THEN FOLLOWING WRITTEN NOTICE TO BUYER AND THE EXPIRATION OF A TEN (10) CALENDAR DAY CURE PERIOD, SELLER SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES TO BUYER UNDER THIS AGREEMENT OR OTHERWISE (EXCEPT AS TO THOSE THAT EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT) AND SELLER SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDY, TO RETAIN THE DEPOSIT (INCLUDING ANY INTEREST THEREON) AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER'S INITIALS

BUYER'S INITIALS

10.2. Seller Default. In the event Seller breaches or defaults with respect to any provision of this Agreement, including but not limited to the failure of any of Seller's representations and warranties to be accurate (for the purposes of this Section 10.2, collectively, a "breach"), then Buyer shall be entitled to deliver to Seller written notice of such breach, which notice shall set forth information about the nature of the breach. Seller shall have a period of ten (10) calendar days to cure such breach. If such breach remains uncured beyond the cure period described above, then Buyer may elect to terminate this Agreement by written notice to Seller and Escrow Agent, in which event an amount equal to the Deposit shall be refunded to Buyer as Buyer's sole remedy.

10.3. No Contesting Liquidated Damages. As material consideration to each Party's agreement to the liquidated damages provisions stated above, each Party hereby agrees to and does hereby waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under the circumstances existing at the time this Agreement was made.

11. Property "AS IS". BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 7, THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

12. Additional Covenants and Agreements.

12.1. Operating Covenants. From the Effective Date through the Closing Date, Seller shall cause the Property to be operated and maintained in a manner consistent with current practice and shall maintain such insurance policies with respect to the Property as would a reasonably prudent property owner.

those with respect to which it is held invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Without limiting the foregoing, to the extent any provision of this Agreement is prohibited by Nevada law, or is otherwise not authorized by Nevada law due to Buyer's or Seller's status as an instrumentality of the State of Nevada, such provision is unenforceable against such Party.

17. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Facsimile, DocuSign or other electronic copies of this Agreement and facsimile, DocuSign and other electronic signatures thereon shall have the same force, effect, and legal status of originals.

18. **Headings.** The headings to sections of this Agreement are for convenient reference only and shall not be used in interpreting this Agreement.

19. **Time of Essence.** Time is of the essence of this Agreement.

20. **Waiver.** Except as expressly stated that a failure to act shall constitute to a waiver, no waiver by Buyer or Seller of any of the terms or conditions of this Agreement or any of their respective rights under this Agreement shall be effective unless such waiver is in writing and signed by the Party charged with the waiver.

21. **Third Parties.** This Agreement is entered into for the sole benefit of Buyer and Seller and their respective permitted successors and assigns. No party other than Buyer and Seller and such permitted successors and assigns shall have any right of action under or rights or remedies by reason of this Agreement.

22. **Additional Documents; Further Assurances.** Each Party agrees to perform any further acts and to execute and deliver such further documents which may be reasonably necessary to carry out the terms of this Agreement.

23. **Independent Counsel.** Buyer and Seller each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The Parties further acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or Exhibits hereto.

24. **Assignment.** Buyer shall neither assign its rights nor delegate its obligations hereunder without obtaining Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported or attempted assignment or delegation made in violation of this Section shall be void and of no effect.

25. **Reservation.** Nothing contained in this Agreement shall be construed to waive or limit either Party's defense of sovereign immunity, which defense is hereby expressly reserved, nor to waive or limit the protections afforded to either Party under NRS 41.0305 to 41.039.

26. **Successors and Assigns.** Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the Parties hereto.

27. **Exhibits.** Each reference to a Section, Exhibit or Schedule in this Agreement shall mean the sections of this Agreement and the exhibits and schedules attached to this Agreement, unless the context requires otherwise. Each such exhibit and schedule is incorporated herein by this reference.

28. **Business Days.** If the date on which any act or event hereunder is to occur falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

29. **Force Majeure.** Except as provided elsewhere herein, if an Event of Force Majeure or Covid-19 Event of Force Majeure (as hereinafter defined) makes performance of an obligation or cure of a breach or default impossible, such performance or cure is excused for the duration of the event of force majeure provided that the obligated Party (i) within ten (10) business days after the commencement of the force majeure notifies the other Party of the nature of the event of force majeure, when it commenced, why it makes performance or cure impossible, and the expected duration (if known), and (ii) agrees to and does in fact diligently pursue remediation of the effects of the force majeure, and (iii) agrees to notify the other Party immediately when it becomes possible to commence efforts to cure the default. "Event of Force Majeure" means strikes, lockouts, war, civil unrest, rioting, government restrictions or moratoria, inclement weather, unavailability of labor or material despite reasonable diligence, material interruption of utility services, disease event, acts of God, terrorism or other similar events, provided that the same are (a) not reasonably foreseeable at the time of the execution of this Agreement (other than a COVID-19 Event of Force Majeure, which Buyer and Seller acknowledge and agree is an Event of Force Majeure for purposes of this Agreement); and (b) beyond the reasonable control of Buyer or Seller, and not caused by the negligent or other intentional act or omission of Buyer or Seller. "COVID-19 Event of Force Majeure" means an Event of Force Majeure caused by the COVID-19 pandemic in existence as of the Effective Date, and any subsequent Events of Force Majeure caused by or resulting from such COVID-19 pandemic, including measures taken by any governmental authority having jurisdiction that limits or prohibits the transactions contemplated under this Agreement.

30. **No Back-Up Offers.** From and after the Effective Date until the earlier to occur of the Closing or termination of this Agreement, Seller shall deal exclusively and in good faith with Buyer and neither Seller nor any of its representatives, brokers, agents, affiliates and employees shall directly or indirectly make, accept, negotiate, entertain or otherwise pursue any back-up offers to sell the Property or engage in any other financing or other capital transaction regarding the Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SELLER:

Regional Transportation Commission of Washoe
County, Nevada

By: _____
Bill Thomas, AICP
Executive Director

Date: _____

[SIGNATURE PAGES CONTINUED ON NEXT PAGE]

BUYER:

City of Reno

Approved:

By: _____
Hillary L. Shieve, Mayor

Date: _____

Approved as to form:

By: _____
Jasmine Mehta, Deputy City Attorney

[SIGNATURE PAGES CONTINUED ON NEXT PAGE]

By its execution below, Escrow Holder acknowledges receipt of the Deposit described in this Agreement, and agrees to hold and deliver the same and perform its other duties pursuant to the provisions of this Agreement.

ACCEPTANCE BY ESCROW HOLDER:

TICOR TITLE OF NEVADA, INC.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTIONS

EXHIBIT A

LEGAL DESCRIPTION APN:035-033-02

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of the Northwest One-Quarter (NW 1/4) of Section Thirty-One (31), Township Twenty (20) North, Range Twenty (20) East, M.D.M., County of Washoe, State of Nevada, being more particularly described as follows:

BEGINNING at the Northwest Corner of said Section 31;

THENCE along the North Line of said Section 31 South 89°41'01" East a distance of 679.39 feet to the westerly right-of-way of Clear Acre Lane;

THENCE along said westerly right-of-way South 50°53'30" West a distance of 837.81 feet;

THENCE continuing along said westerly right-of-way South 43°32'43" East a distance of 54.41 feet to the West Line of said Section 31;

THENCE along said West Line North 0°49'24" East a distance of 571.73 feet to the **POINT OF BEGINNING**;

Containing 4.39 acres of land, more or less.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Eric C. Sage P.L.S.
Nevada Certificate No. 23301

EXHIBIT A

LEGAL DESCRIPTION APN:004-061-26

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Nineteen (19) East, M.D.M., County of Washoe, State of Nevada, being more particularly described as follows:

BEGINNING on the North Line of said Section 36 from which the Northeast Corner of said Section 36 bears South 89°29'50" East a distance of 244.08 feet;

THENCE leaving said North Line South 0°50'53" West a distance of 188.81 feet;

THENCE South 88°44'53" West a distance of 132.09 feet;

THENCE North 0°50'55" East a distance of 192.86 feet to said North Line;

THENCE along said North Line South 89°29'50" East a distance of 132.00 feet to the **POINT OF BEGINNING**;

Containing 25,190 square feet of land, more or less.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Eric C. Sage P.L.S.
Nevada Certificate No. 23301

EXHIBIT A

LEGAL DESCRIPTION APN:004-061-22

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Nineteen (19) East, M.D.M., County of Washoe, State of Nevada, being more particularly described as follows:

BEGINNING at the Northeast Corner of said Section 36;

THENCE leaving said Northeast Corner South 0°49'24" West a distance of 203.80 feet to the beginning of a non-tangent 40.19 foot radius curve to the left;

THENCE along said curve from which the radius bears South 62°33'43" West an arc distance of 44.76 feet through a central angle of 63°48'50";

THENCE South 88°44'53" West a distance of 207.44 feet;

THENCE North 0°50'53" East a distance of 188.81 feet to the North Line of said Section 36;

THENCE along said North Line South 89°29'50" East a distance of 244.08 feet to the **POINT OF BEGINNING**;

Containing 45,419 square feet of land, more or less.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Eric C. Sage P.L.S.
Nevada Certificate No. 23301

EXHIBIT A

LEGAL DESCRIPTION APN:004-061-20

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Nineteen (19) East, M.D.M., County of Washoe, State of Nevada, being Parcel 1 as described in Final Order of Condemnation recorded June 2, 2004 as Document No. 3047767 in the Office of the Recorder of Washoe County, Stat of Nevada, being more particularly described as follows:

BEGINNING on the North Line of said Section 36 from which the Northeast Corner of Section 36 bears South 89°29'50" East a distance of 376.08 feet;

THENCE leaving said North Line South 0°50'55" West a distance of 192.86 feet;

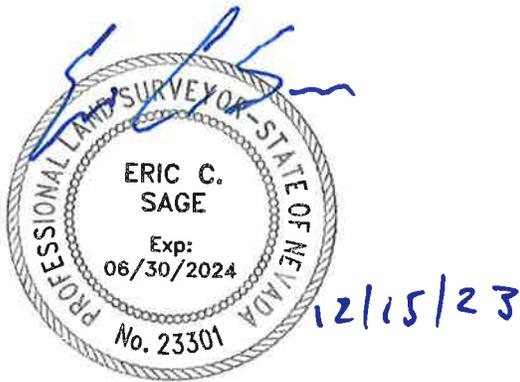
THENCE South 88°44'53" West a distance of 938.00 feet;

THENCE North 0°53'02" East a distance of 220.84 feet to said North Line;

THENCE along said North Line South 89°29'50" East a distance of 937.25 feet to the **POINT OF BEGINNING**;

Containing 4.44 acres of land, more or less.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Eric C. Sage P.L.S.
Nevada Certificate No. 23301

**EXHIBIT A
LEGAL DESCRIPTION
APN: 004-061-29**

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Nineteen (19) East, M.D.M., County of Washoe, State of Nevada, being more particularly described as follows:

Being Parcel A as shown on Parcel Map No. 5731, recorded April 4, 2024 as File No. 5446556 in the Official Records of Washoe County, State of Nevada.

Together with an Access Easement, as set forth and contained in that Document entitled Grant of Public Access Easement, recorded November 21, 1995 in Book 4436, Page 811, as Document No. 1944037, Official Records Washoe County, State of Nevada.

Containing 16.31 acres of land, more or less.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Eric C. Sage P.L.S.
Nevada Certificate No. 23301

EXHIBIT A
LEGAL DESCRIPTION APN:004-082-18

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of the Northwest One-Quarter (NW 1/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Nineteen (19) East, M.D.M., County of Washoe, State of Nevada, being a portion of that particular parcel of land as described in that Grant, Bargain, Sale Deed recorded August 22, 2003 as Document No. 2909419 and excepting there from a Quitclaim Deed to the State of Nevada recorded April 11, 2022 as Document No. 5293484 both in the Office of the Recorder of Washoe County, Stat of Nevada, being more particularly described as follows:

BEGINNING at the North quarter corner of said Section 36 being a one-inch Iron Pin as shown on Parcel Map No. 5731 recorded April 4, 2024 as File No. 5446556 in the Office of the Recorder of Washoe County, Stat of Nevada;

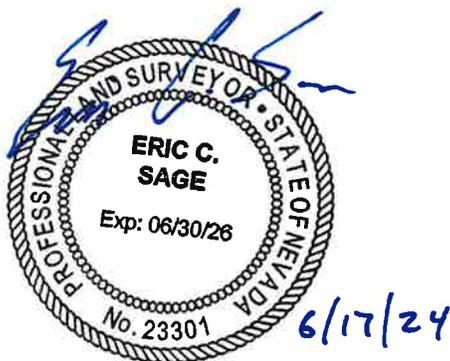
THENCE leaving said North quarter corner along the North-South quarter section line of said Section 36 South 0°55'40" West a distance of 188.15 feet to a 5/8 inch Rebar with a plastic cap stamped P.L.S. 19052 as shown on said Parcel Map, being on the Northerly right of way line of US 395 North per Nevada Department of Transportation Highway Right of Way Plans, Project No. NH-STP-CM 395-2(032) dated February 2003.

THENCE along said right of way North 52°22'06" West a distance of 333.46 feet to the Northerly line of said Section 36;

THENCE along said Northerly line South 89°15'02" East a distance of 251.34 feet to the **POINT OF BEGINNING**;

Containing 23,645 square feet of land, more or less.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Eric C. Sage P.L.S.
Nevada Certificate No. 23301

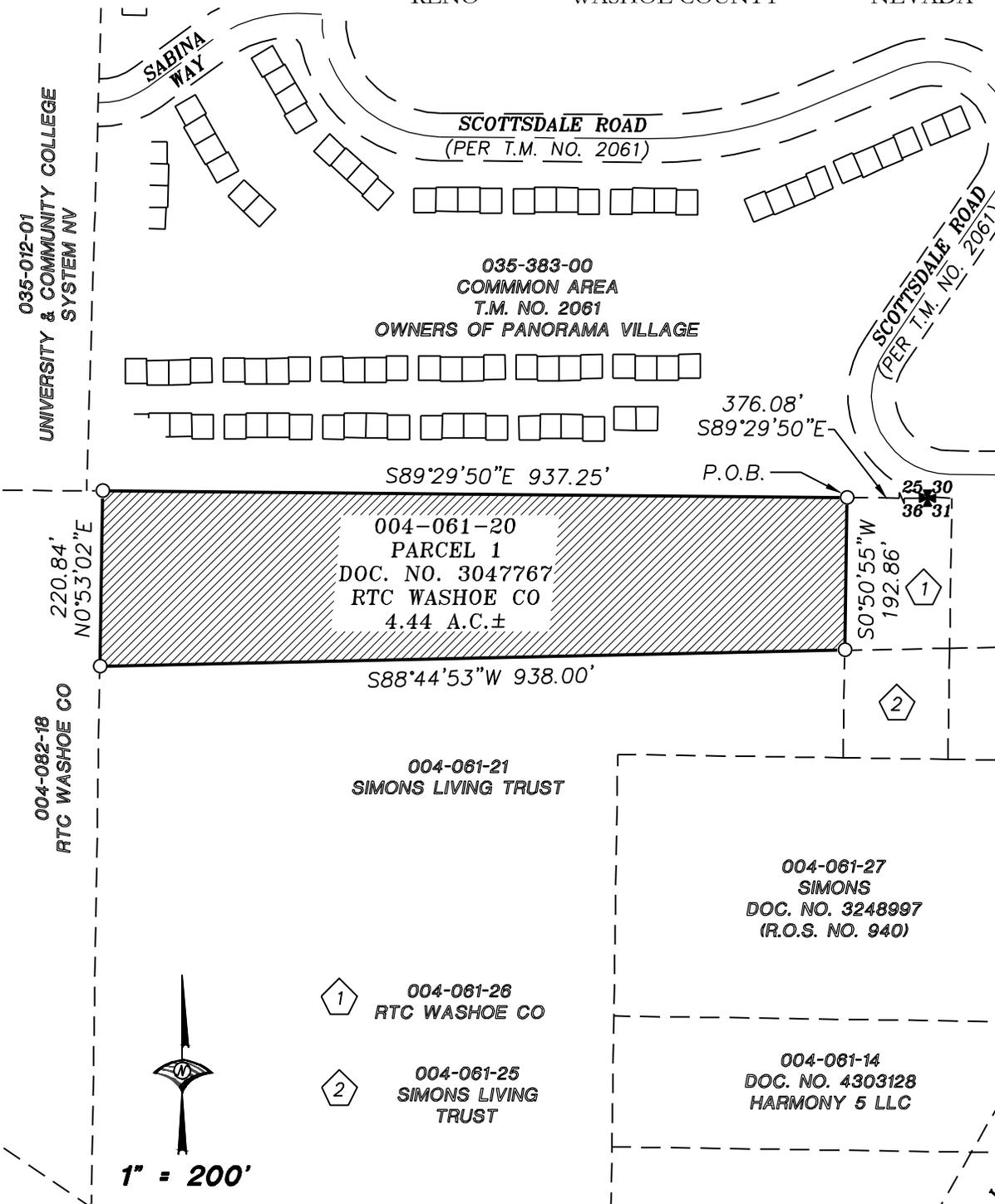
EXHIBIT B

MAPS

EXHIBIT A-1

PLAT TO ACCOMPANY

RTC TRANSFER PARCEL (APN 004-061-20)
 BEING A PORTION OF THE NE 1/4 OF SECTION 36
 TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.
 RENO WASHOE COUNTY NEVADA



JOB NO. 8312048
SHEET 1 OF 1

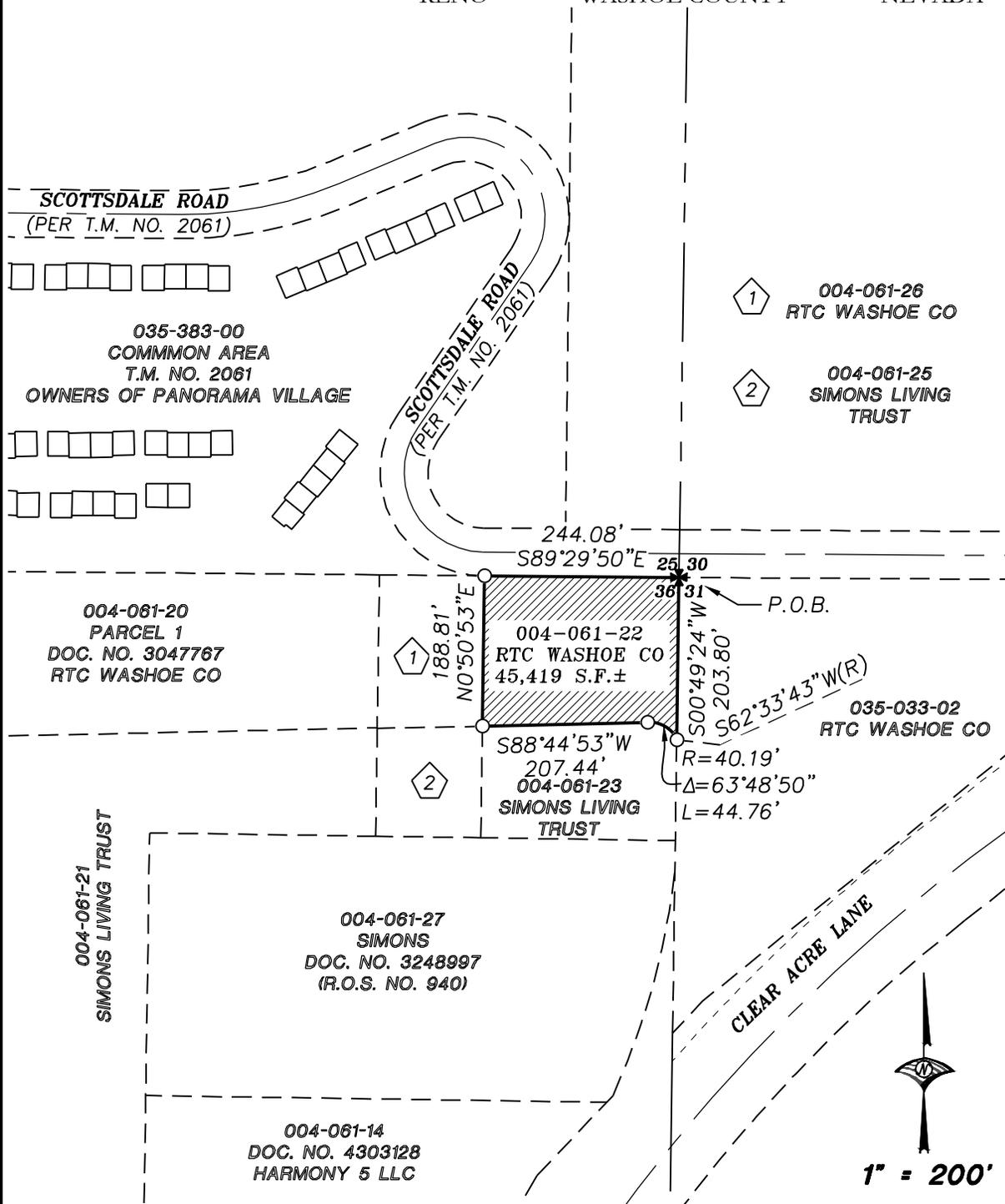
WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Blvd
 Reno, NV 89502
 Tel 775.823.4068
 Fax 775.823.4066

J:\Jobs\8312_RTC Of Washoe County\8312048_Clear_Arce_Parcels\Geomatics\legals_exhibits_RTC_TransferParcel_Legal(004-061-20).dwg 12/12/2023 10:14 AM Eric Scoge

EXHIBIT A-1

PLAT TO ACCOMPANY

RTC TRANSFER PARCEL (APN 004-061-22)
BEING A PORTION OF THE NE 1/4 OF SECTION 36
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.
RENO WASHOE COUNTY NEVADA



1" = 200'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd
Reno, NV 89502
Tel 775.823.4068
Fax 775.823.4068

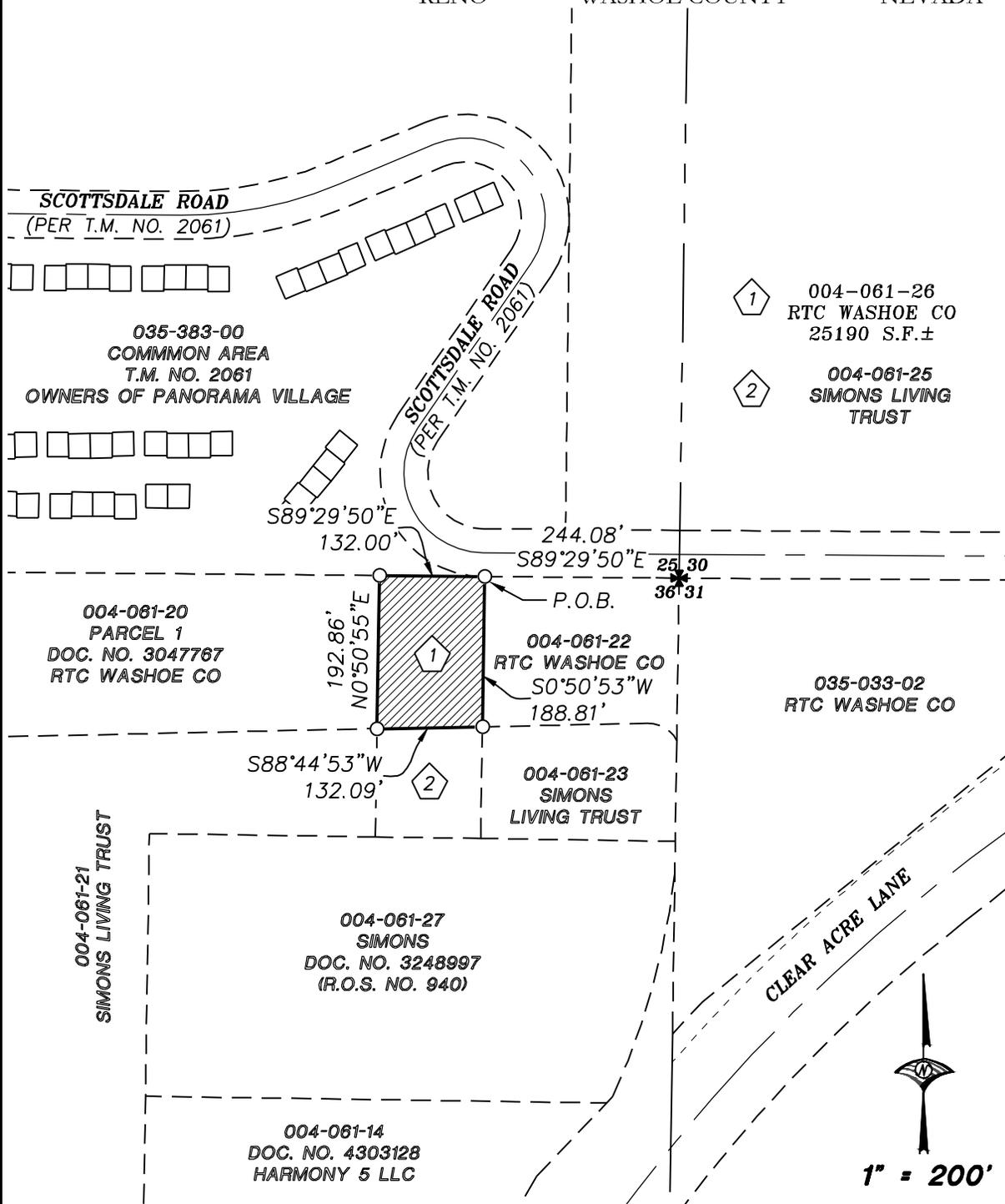
JOB NO. 8312048
SHEET 1 OF 1

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EXHIBIT A-1

PLAT TO ACCOMPANY

RTC TRANSFER PARCEL (APN 004-061-26)
 BEING A PORTION OF THE NE 1/4 OF SECTION 36
 TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.
 RENO WASHOE COUNTY NEVADA



JOB NO. 8312048
 SHEET 1 OF 1



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

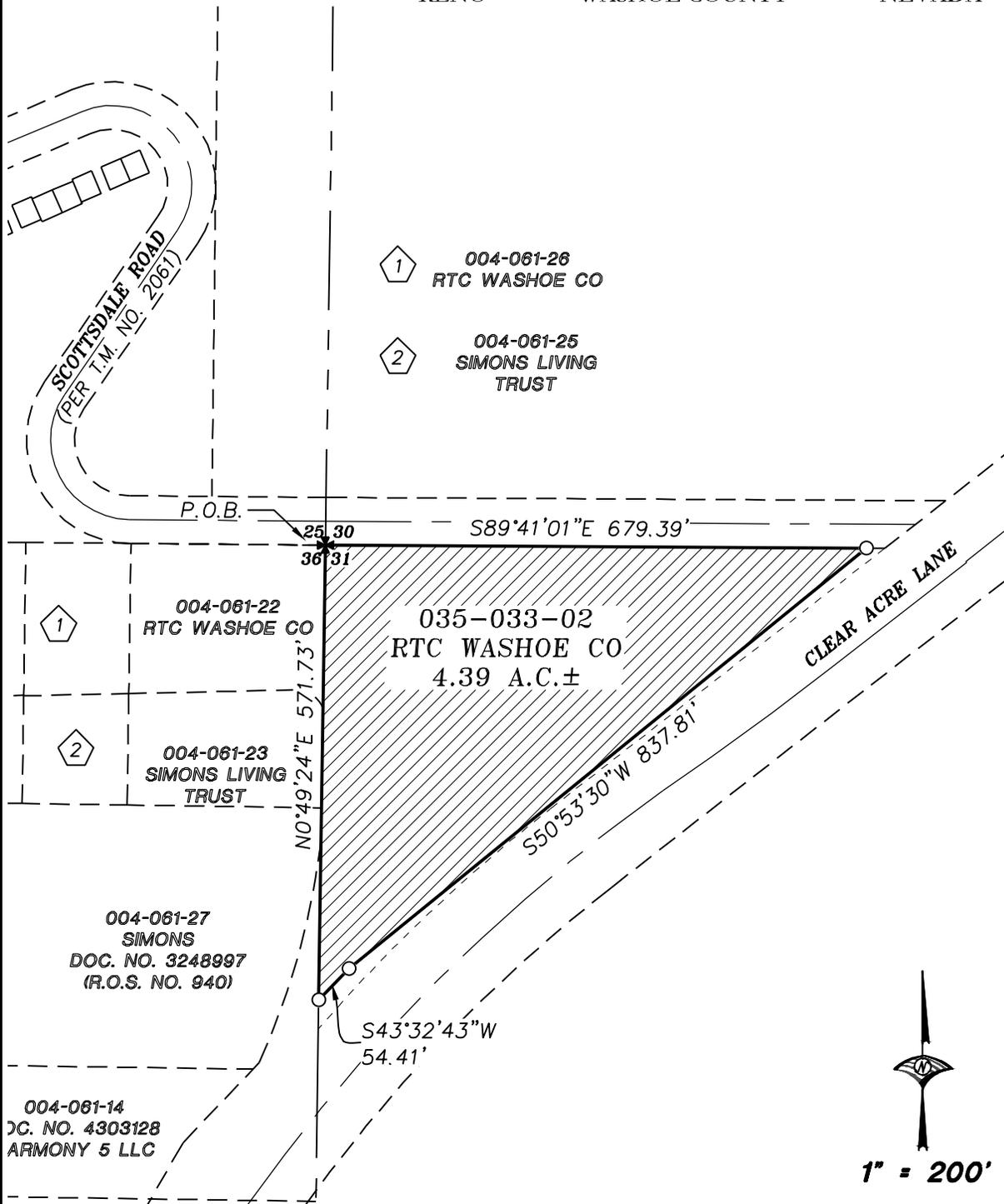
1361 Corporate Blvd
 Reno, NV 89502
 Tel 775.823.4068
 Fax 775.823.4066

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EXHIBIT A-1

PLAT TO ACCOMPANY

RTC TRANSFER PARCEL (APN 035-033-02)
BEING A PORTION OF THE NW 1/4 OF SECTION 31
TOWNSHIP 20 NORTH, RANGE 20 EAST, M.D.M.
RENO WASHOE COUNTY NEVADA



JOB NO. 8312048
SHEET 1 OF 1



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Blvd
Reno, NV 89502

Tel 775.823.4068
Fax 775.823.4066

J:\Jobs\8312_RTC Of Washoe County\8312048_Clear_Acre_Parcels\Geomatics\legals_exhibits\RTC_TransferParcel_Legal(035-033-02).dwg 12/12/2023 10:44 AM Eric Sage

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. THE PUBLIC UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY GRANTED TOGETHER WITH THE RIGHT OF ACCESS TO ALL PUBLIC UTILITY, CABLE TV COMPANIES AND TRUCKEE MEADOWS WATER AUTHORITY, THEIR SUCCESSORS AND ASSIGNS. THE OWNER AND ITS ASSIGNS AGREE TO THE USE OF RESIDENTIAL WATER METERS.

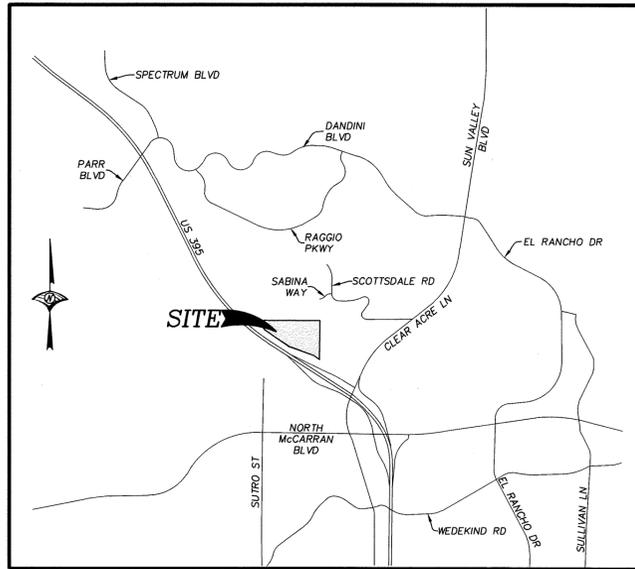
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
 BY: [Signature]
William Thomas EXECUTIVE DIRECTOR
 NAME/TITLE (PRINT)

3/22/24
 DATE

NOTARY CERTIFICATE:

STATE OF Nevada }
 COUNTY OF Washoe } SS
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 22nd DAY OF March, 2024.
 BY William Thomas AS Executive Director REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY.

BY: [Signature]
 NOTARY PUBLIC
03/22/24
 DATE



VICINITY MAP
 NOT TO SCALE

UTILITY COMPANIES' CERTIFICATE:

THE UTILITY EASEMENTS AS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, APPROVED BY THE UNDERSIGNED CABLE TV AND PUBLIC UTILITY COMPANIES AND TRUCKEE MEADOWS WATER AUTHORITY.

[Signature]
 CHARTER COMMUNICATIONS
3/6/24
 DATE

[Signature]
 Armando Espino Construction
 NAME/TITLE (PRINT)

[Signature]
 NVEADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA
2/29/2024
 DATE

[Signature]
 CLIFF COOPER SR. SPECIALIST CSP DESIGN ENGINEER
 NAME/TITLE (PRINT)

[Signature]
 SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY
3/11/2024
 DATE

[Signature]
 CHRIS ROBINSON SENIOR RIGHT OF WAY AGENT
 NAME/TITLE (PRINT)

[Signature]
 Heather Edu
 TRUCKEE MEADOWS WATER AUTHORITY
3/14/2024
 DATE

[Signature]
 Heather Edmunson, Lands Administrator
 NAME/TITLE (PRINT)

TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY OWNS A INTEREST IN THE LANDS DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNERS OF RECORD OF SAID LAND; THAT ALL THE OWNERS OF RECORD OF THE LAND HAVE SIGNED THE PLAT; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL, OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS.

TICOR TITLE OF NEVADA, INC.
 BY: [Signature]
2/28/2024
 DATE

Shelly Saxe COMMERCIAL TITLE OFFICER
 NAME/TITLE (PRINT)

CITY CERTIFICATE:

APPROVED AND ACCEPTED BY THE DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF RENO, WASHOE COUNTY, NEVADA, THIS 22 DAY OF March, 2024

[Signature]
 DIRECTOR - DEVELOPMENT SERVICES
3/28/2024
 DATE

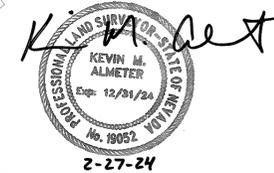
DISTRICT BOARD OF HEALTH CERTIFICATE:

THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES. THIS MAP HAS BEEN FOUND TO MEET ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

[Signature]
 FOR THE DISTRICT BOARD OF HEALTH
03/25/2024
 DATE

SURVEYOR'S CERTIFICATE:

- I, KEVIN M. ALMETER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY.
 - THE LANDS SURVEYED LIE WITHIN A PORTION OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M., CITY OF RENO, WASHOE COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON NOVEMBER 8, 2023.
 - THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
 - THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



2-27-24
 KEVIN M. ALMETER P.L.S.
 NEVADA CERTIFICATE NO. 19052

TAX CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND SHOWN HEREON FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO N.R.S. 361A.265.

APN: 004-061-28
 WASHOE COUNTY TREASURER
 BY: [Signature]
3/12/2024
 DATE

Lauren Vantis - Deputy Treasurer
 NAME/TITLE (PRINT)

DOC #5446556

04/04/2024 01:37:09 PM
 Requested By
 WOOD RODGERS
 Washoe County Recorder
 Kalie M. Work
 Fee: \$45.00
 Page 1 of 2

PARCEL MAP
 FOR
 REGIONAL TRANSPORTATION COMMISSION
 OF WASHOE COUNTY
 A DIVISION OF PARCEL 1 OF DOCUMENT NO. 2410169 EXCEPTING
 THEREFROM THAT PORTION OF DOCUMENT NO. 5293488
 BEING A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 36
 TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.B.M.
 RENO WASHOE COUNTY NEVADA
 JOB NO. 8040058

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Boulevard Tel 775.823.4068
 Reno, NV 89502 Fax 775.823.4068

SHEET 1
 OF 2

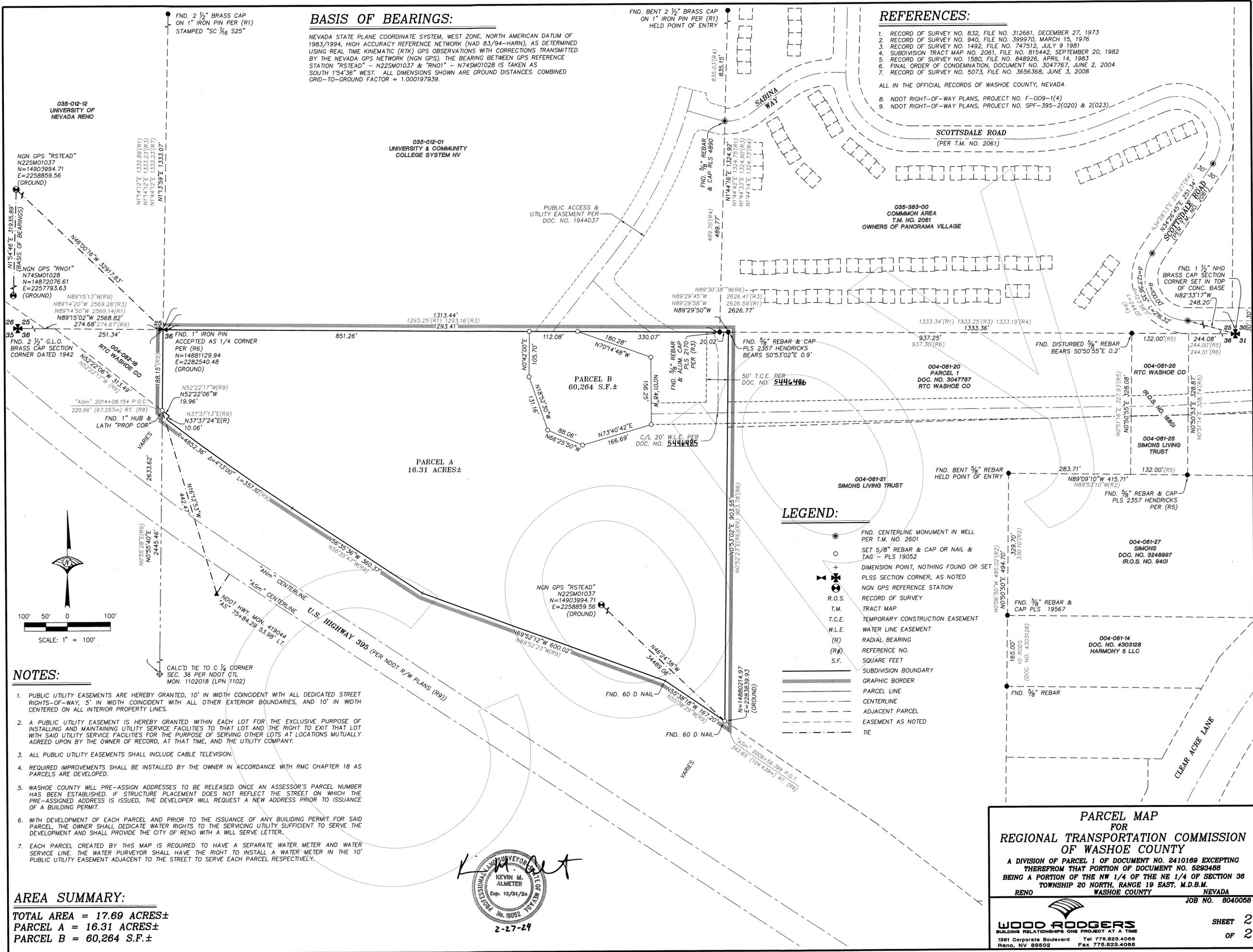
P5731

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994, HIGH ACCURACY REFERENCE NETWORK (NAD 83/94-HARN), AS DETERMINED USING REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS WITH CORRECTIONS TRANSMITTED BY THE NEVADA GPS NETWORK (NGN GPS). THE BEARING BETWEEN GPS REFERENCE STATION "RSTEAD" - N22SM01037 & "RNO1" - N74SM01028 IS TAKEN AS SOUTH 1°54'36" WEST. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. COMBINED GRID-TO-GROUND FACTOR = 1.000197939.

REFERENCES:

- RECORD OF SURVEY NO. 832, FILE NO. 312661, DECEMBER 27, 1973
 - RECORD OF SURVEY NO. 940, FILE NO. 399970, MARCH 15, 1976
 - RECORD OF SURVEY NO. 1492, FILE NO. 747512, JULY 9, 1981
 - SUBDIVISION TRACT MAP NO. 2061, FILE NO. 815442, SEPTEMBER 20, 1982
 - RECORD OF SURVEY NO. 1580, FILE NO. 848926, APRIL 14, 1983
 - FINAL ORDER OF CONDEMNATION, DOCUMENT NO. 3047767, JUNE 2, 2004
 - RECORD OF SURVEY NO. 5073, FILE NO. 3656368, JUNE 3, 2008
- ALL IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA
- NDOT RIGHT-OF-WAY PLANS, PROJECT NO. F-009-1(4)
 - NDOT RIGHT-OF-WAY PLANS, PROJECT NO. SPF-395-2(020) & 2(023)



LEGEND:

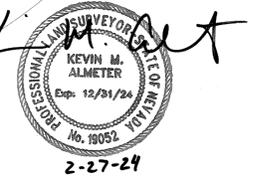
- FND. CENTERLINE MONUMENT IN WELL PER T.M. NO. 2601
- ⊕ SET 5/8" REBAR & CAP OR NAIL & TAG - PLS 19052
- ⊕ DIMENSION POINT, NOTHING FOUND OR SET PLS SECTION CORNER, AS NOTED
- ⊕ NGN GPS REFERENCE STATION
- R.O.S. RECORD OF SURVEY
- T.M. TRACT MAP
- ⊕ T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- ⊕ W.L.E. WATER LINE EASEMENT
- ⊕ (R) RADIAL BEARING
- ⊕ (R#) REFERENCE NO.
- ⊕ S.F. SQUARE FEET
- ▬ SUBDIVISION BOUNDARY
- ▬ GRAPHIC BORDER
- ▬ PARCEL LINE
- ▬ CENTERLINE
- ▬ ADJACENT PARCEL
- ▬ EASEMENT AS NOTED
- ▬ TIE

NOTES:

- PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED, 10' IN WIDTH COINCIDENT WITH ALL DEDICATED STREET RIGHTS-OF-WAY, 5' IN WIDTH COINCIDENT WITH ALL OTHER EXTERIOR BOUNDARIES, AND 10' IN WIDTH CENTERED ON ALL INTERIOR PROPERTY LINES.
- A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH LOT FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT LOT AND THE RIGHT TO EXIT THAT LOT WITH SAID UTILITY SERVICE FACILITIES FOR THE PURPOSE OF SERVING OTHER LOTS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD, AT THAT TIME, AND THE UTILITY COMPANY.
- ALL PUBLIC UTILITY EASEMENTS SHALL INCLUDE CABLE TELEVISION.
- REQUIRED IMPROVEMENTS SHALL BE INSTALLED BY THE OWNER IN ACCORDANCE WITH RMC CHAPTER 18 AS PARCELS ARE DEVELOPED.
- WASHOE COUNTY WILL PRE-ASSIGN ADDRESSES TO BE RELEASED ONCE AN ASSESSOR'S PARCEL NUMBER HAS BEEN ESTABLISHED. IF STRUCTURE PLACEMENT DOES NOT REFLECT THE STREET ON WHICH THE PRE-ASSIGNED ADDRESS IS ISSUED, THE DEVELOPER WILL REQUEST A NEW ADDRESS PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- WITH DEVELOPMENT OF EACH PARCEL AND PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT FOR SAID PARCEL, THE OWNER SHALL DEDICATE WATER RIGHTS TO THE SERVICING UTILITY SUFFICIENT TO SERVE THE DEVELOPMENT AND SHALL PROVIDE THE CITY OF RENO WITH A WILL SERVE LETTER.
- EACH PARCEL CREATED BY THIS MAP IS REQUIRED TO HAVE A SEPARATE WATER METER AND WATER SERVICE LINE. THE WATER PURVEYOR SHALL HAVE THE RIGHT TO INSTALL A WATER METER IN THE 10' PUBLIC UTILITY EASEMENT ADJACENT TO THE STREET TO SERVE EACH PARCEL RESPECTIVELY.

AREA SUMMARY:

TOTAL AREA = 17.69 ACRES±
 PARCEL A = 16.31 ACRES±
 PARCEL B = 60,264 S.F.±



PARCEL MAP
 FOR
REGIONAL TRANSPORTATION COMMISSION
 OF WASHOE COUNTY

A DIVISION OF PARCEL 1 OF DOCUMENT NO. 2410169 EXCEPTING THEREFROM THAT PORTION OF DOCUMENT NO. 6293488 BEING A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 36 TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.B.M. RENO WASHOE COUNTY NEVADA

JOB NO. 8040058

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1961 Corporate Boulevard Reno, NV 89502 Tel 776.823.4068 Fax 776.823.4068

SHEET 2 OF 2



EXHIBIT A-1
PLAT TO ACCOMPANY

RTC TRANSFER PARCEL (APN 004-082-18)
BEING A PORTION OF THE NW 1/4 OF SECTION 36
TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M.
RENO WASHOE COUNTY NEVADA

035-012-12
UNIVERSITY OF
NEVADA RENO

035-012-01
UNIVERSITY &
COMMUNITY COLLEGE
SYSTEM NV

US 395 NORTH R/W PER
NDOT R/W PLANS

P.O.B.
QUARTER CORNER
1" IRON PIN

S89°15'02"E 251.34'

25
36

004-082-18
REGIONAL TRANSPORTATION
COMMISSION WASHOE CO.
DEED DOC. NO. 2909419
EXCEPTING THEREFROM
DEED DOC. NO. 5293484
23,645 S.F.±

035-061-29
REGIONAL TRANSPORTATION
COMMISSION WASHOE CO.

N52°22'06"W 313.49'

S0°55'40"W 188.15'

US 395 N
PROJECT NO. NH-STP-CM 395-2(032) FEBRUARY 2003

5/8" REBAR W/P.CAP
P.L.S. 19052



JOB NO. 8312048
SHEET 1 OF 1

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4068

J:\Jobs\8312_RTC Of Washoe County\8312048_Clear_Arce_Parcel\Geomatics\legals_exhibits\RTC-TransferParcel_Legal(004-082-18).dwg 6/17/2024 4:19 PM Eric Sage

EXHIBIT C
QUITCLAIM DEED

APNs: 004-082-18, 004-061-29, 004-061-20,
004-061-26, 004-061-22, 035-033-02

WHEN RECORDED RETURN TO:

[City of Reno

Attn:

Address:]

MAIL TAX STATEMENTS TO:

Exempt

QUITCLAIM DEED

THIS DEED, made this _____ day of _____, 2024, between the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter called GRANTOR, and the CITY OF RENO, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release and forever quitclaim unto the GRANTEE and to its assigns forever, all of GRANTOR'S right, title and interest in and to that certain real property, said real property, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

SUBJECT TO any and all utility easements whether of record or not.

IN WITNESS WHEREOF, the said GRANTOR, by and through its officers thereunto duly authorized, has caused these presents to be executed the day and year first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Ed Lawson, Chair

STATE OF NEVADA
COUNTY OF WASHOE

The above-instrument was acknowledged before me this _____ day of _____, 2024, by Ed Lawson as Chair of the Regional Transportation Commission of Washoe County.

Notary Public

[Exhibits to be attached]



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Spare Labs, Inc. Amendment 1 (Order Form #SL-5055)

RECOMMENDED ACTION

Approve Amendment #1 to the contract with Spare Labs, Inc., (Order Form #SL-5055) for the Spare Platform software and services that RTC uses to manage its FlexRIDE service, to integrate additional modules (Spare Engage, Spare Dispatch, and Optimization Pro) and extend the contract term through July 31, 2027.

BACKGROUND AND DISCUSSION

RTC Public Transportation uses an application known as Spare Labs to manage its FlexRIDE service. This software has been in use by RTC since the elimination of the initial FlexRIDE pilot in 2020. The software is also branded as a mobile application called “RTC FlexRIDE” and is used by passengers to plan and book their FlexRIDE trips. The software cost also includes variable expenditures used for Lyft trips for FlexRIDE passengers who would otherwise experience a long wait time. Such trips are activated and controlled by the RTC.

This contract adds additional functionality to the Spare Platform by adding the Spare Engage Eligibility Management Platform, a customer relationship management tool to manage the paratransit eligibility process; Spare Dispatch, to manage on-time performance; and Optimization Pro, to maximize efficiency of scheduled duties before they begin to improve routes, trip fitting and On-Time Performance. This agreement also extends the term of the contract until 2027, and continues the service, integration, and pass-through funding for trips outsourced to Lyft. By proceeding with these purchases, RTC will be able to manage all ACCESS and FlexRIDE functions with one software package instead of two. Additionally, by using Spare Labs, RTC will be able to begin the intermingling of ACCESS and FlexRIDE customers on the same vehicle which will reduce RTC’s cost and improve connectivity for our passengers.

This project is in line with the Board’s recent adoption of the Transit Optimization Plans Strategies (TOPS) recommendation to improve technology, service delivery and passenger communication. Since September 2020, RTC has historically spent approximately \$141,303 per year on the Spare Platform software and services. With this amendment, RTC expects to spend approximately \$189,475 per year.

FISCAL IMPACT

The software and services are included in the FY25 budget.

PREVIOUS BOARD ACTION

4/21/2023 Approved Amendment No. 1 to the contract with Spare Labs, Inc. in an amount not to exceed \$297,000, to extend the term until 2026, and add the integration with Token Transit, for a new total not-to-exceed amount of \$372,000; this amount includes the service, integration, and pass-through funding for trips outsourced to Lyft. (Term effective through October 31, 2026.)

AMENDMENT # 1
To
Order Form #SL-5055
DATED May 19, 2023 BETWEEN
Spare Labs Inc (“Spare”)
AND
Regional Transportation Commission of Washoe County, Nevada (“RTC”)

THIS Amendment Agreement **Amendment 1** to the Order Form #SL-5055 DATED May 19, 2023 (the “**Agreement**”) between Spare and RTC is entered into by and between Spare and RTC, with an effective date of August 1 2024 (the “**Amendment 1 Effective Date**”).

WHEREAS, Spare and RTC desire to modify and amend the Agreement as set forth in this Amendment 1 to purchase additional Spare products on the terms of this Amendment 1 ,

NOW, THEREFORE, Order Form #SL-5055 is hereby amended by adding the following to the Summary of Deliverables:

1. The following is added to Summary of Deliverables:

Attachment A - Dispatch Package and Optimization Pro Package - \$2,240 annually (per vehicle)

Attachment B - Spare Engage Eligibility Management Platform - \$54,000 annually (for up to 3,000 riders annually where a rider is defined as a rider profile on the Spare Platform with at least one case in Spare Engage).

If at any time the Customer goes above this amount, the Customer will be invoiced at the following tiers:

Spare Engage (Number of Riders Annually)	Cost (Annually)
Tier 1: Up to 1,500	\$39,000
Tier 2:Up to 3,000	\$54,000
Tier 3: Up to 4,500	\$64,000
Tier 4:Up to 6,000	\$75,000

2. For greater certainty, the Initial Term of the Agreement shall be amended from "Commencing Nov 1 2022 until Oct 31 2026" to "Commencing Nov 1 2022 until July 31, 2027".

ENTIRE AGREEMENT. This Amendment 1, together with the Agreement and all previous amendments, sets forth the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior and contemporaneous discussions or understandings between them relating thereto. Capitalized terms used in this Amendment 1 and not defined herein shall have the meanings set forth in the Agreement. Except as otherwise expressly set forth herein, the Agreement and each and every provision thereof shall remain in full force and effect. In the event of an inconsistency between the terms and conditions of this Amendment 1 and the Agreement, the terms and conditions of this Amendment 1 shall prevail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment 1 to the Agreement by their respective duly authorized officers to be effective as of the Amendment 1 Effective Date.

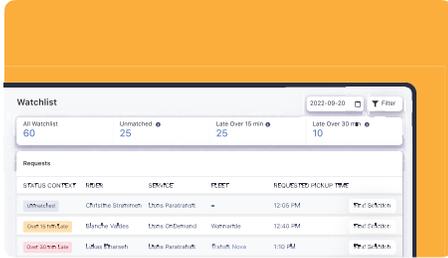
Spare		RTC	
Name	Kristoffer Hansen	Name	
Title	CEO	Title	
Signature		Signature	
Date	06 / 25 / 2024	Date	

SAMPLE

Attachment A

SAMPLE

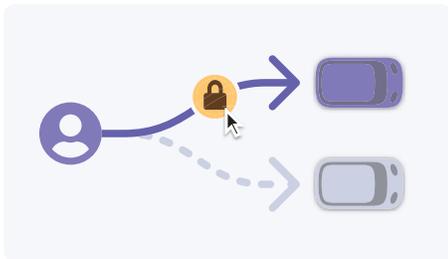
Give your dispatchers superpowers



Watchlist

With a million different things happening throughout the day, it's sometimes easy to lose track of the most important things - on-time performance. Watchlist shows you a concise summary of problematic trips and the tools to fix them. Filter this list to your specific needs – by fleet, degree of lateness, or trips without a matched vehicle.

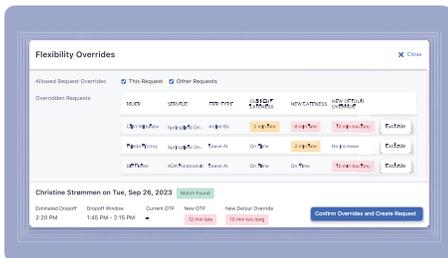
- ✔ Spot every issue before it becomes a problem



Manual Intervention

Sometimes you know something about the real world that Spare doesn't — like a driver/ rider error or when a rider must ride with a specific driver. Lock a specific vehicle to a trip request while meeting business rules or rectify human errors on the day-of service to ensure data accuracy and reporting.

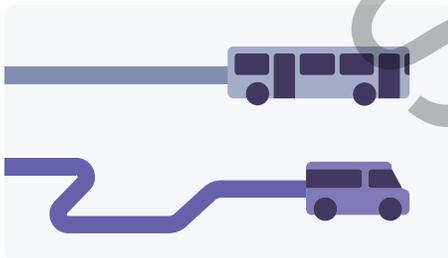
- ✔ Lock a trip to a driver
- ✔ Reverse pick-up for rider space
- ✔ Force match trips



Flexibility Overrides

Need to squeeze in a last-minute trip? Even if it affects other riders' schedules slightly, you can force in a trip. To ensure informed decision-making, Spare will show the impact on other riders and services. You can also set the maximum flexibility override for each service to ensure dispatchers don't go overboard!

- ✔ Improve trip fitting
- ✔ Understand detour impacts



Equivalent Fixed Route Times

The ADA paratransit regulations specify that the in-trip time for a paratransit journey needs to be "comparable" to the fixed route journey between the exact locations. To ensure you're compliant, Spare's Analyze will calculate and display the equivalent fixed route trip time for every journey taken!

- ✔ Stay ADA compliant
- ✔ Increase reporting accuracy

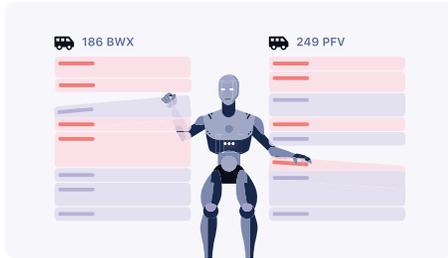


Driver and Dispatch Communication

Smooth operations involving drivers and dispatchers require constant communication. Streamline communication with canned messages and free-flow texts for efficient service delivery. No more relying on radio calls—ensure your messages reach the right driver confidently with our communication tools.

- ✔ Send canned messages
- ✔ Broadcast urgent messages en masse

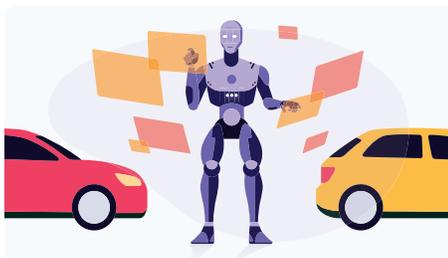
Decrease operating cost while increasing on-time-performance



Scheduled Global Optimization

Global Optimization maximizes the efficiency of scheduled duties before they begin to help you start your day on the right foot. The algorithm automatically moves trips from one vehicle to another to improve routes, trip fitting and On-Time Performance.

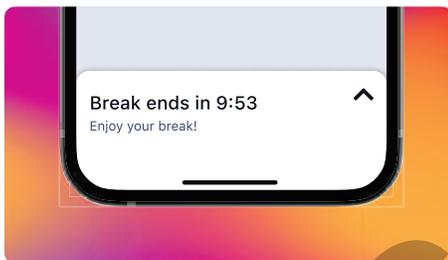
- ✓ Optimize your scheduled manifests



Live Global Optimization

Live Global Optimization automatically adjusts active manifests to maintain On-Time Performance. The algorithm instantly reacts to unplanned events like breakdowns or traffic jams and redistributes trips to keep operations on-time.

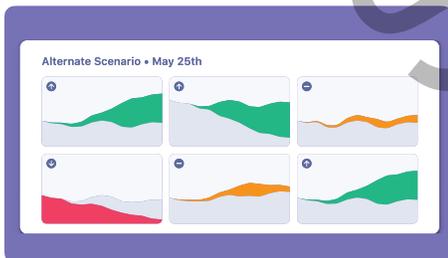
- ✓ Real-time optimization
- ✓ Lower vehicle lateness



Dynamic Driver Breaks

Automatically manage breaks according to your fleet's policy. The system auto-schedules breaks, adjusting them dynamically for maximum schedule efficiency as duties fill with trips. Real-time optimization adapts break scheduling throughout the day, maintaining efficiency in response to daily events.

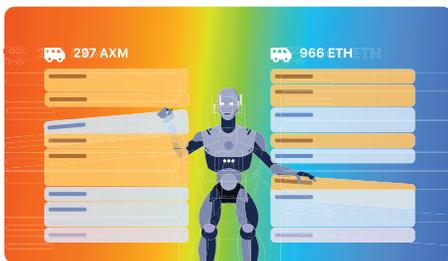
- ✓ Slot productive breaks throughout the day



Optimization Insights

Utilize your organization's real trip data for simulations and see immediate effects of settings changes on performance. Quickly understand and compare impacts on PPVH, deadhead, detour time, pooling, and more. With Optimization Insights, you can experiment and implement effectively in no time.

- ✓ Simulate changes using your historical data



Targeted Optimization

With Targeted Optimization, Spare's algorithm specifically targets late trips that may become further delayed in the future. Spare will look every minute for upcoming late trips and automatically search for a better spot. Maintain great on-time-performance with this incredible new upgrade.

- ✓ Proactive late-trip detection
- ✓ Automatic trip rematch

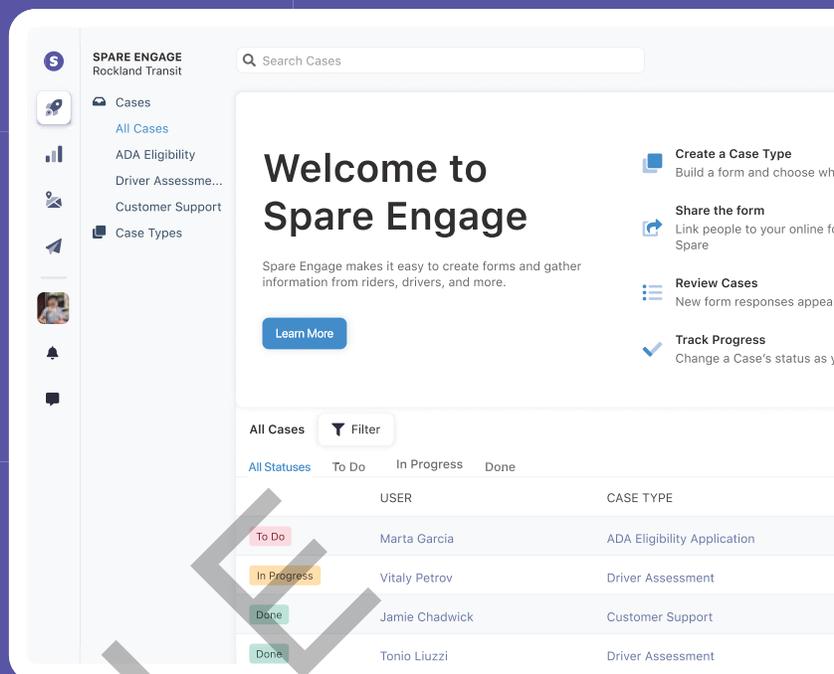
Attachment B

SAMPLE

Engage

The new way to manage paratransit eligibility

Digitize your back office and make inefficient spreadsheets and filing cabinets a thing of the past.



Supercharge your eligibility process with Spare Engage—a centralized tool that makes client-facing teams more productive.

Centralize and automate the manual and paper-heavy process of screening, evaluating, communicating, and processing eligibility applications.

Designed to modernize paratransit eligibility management, Spare Engage reduces duplicate workflows and automates tasks to make client teams more efficient and riders happier. With Engage, every piece of data is imported, stored, and backed-up automatically on the cloud on our HIPAA-compliant platform.



Unify your customer records

Create one record per rider that contains all their information, from trip history to supporting documentation.



Reduce your back office workload

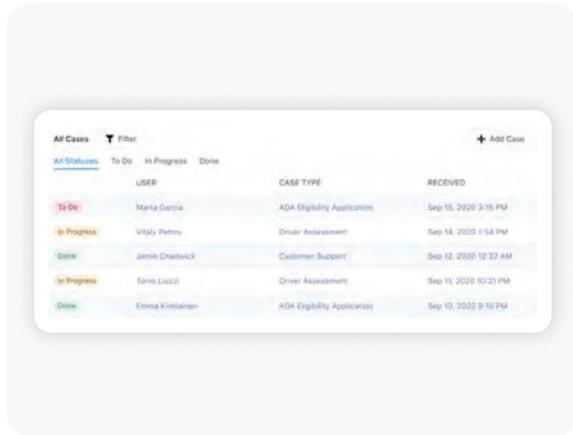
Digitize your information and save time with automated workflows.



Digital collaboration, made easy

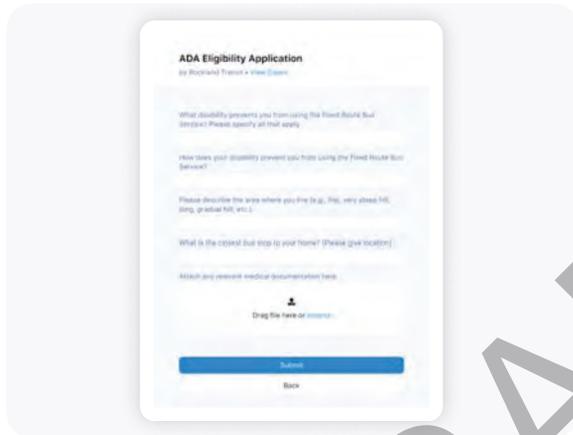
Let no rider slip through the cracks with in-built collaboration tools and timers used within each application.

The efficient way to manage rider eligibility.



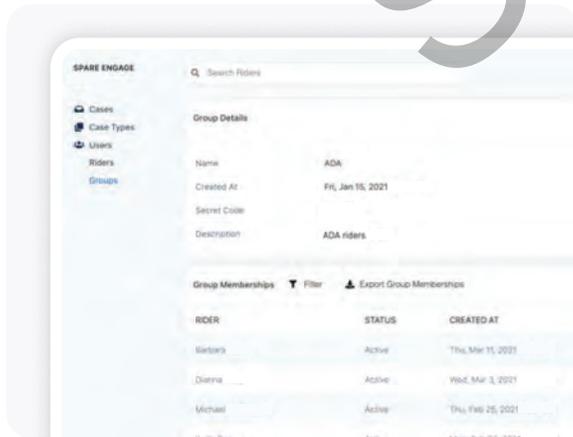
Advanced case management capabilities

Create any number of case types and assign to-do's and statuses to each for failproof user management.



Streamlined eligibility management

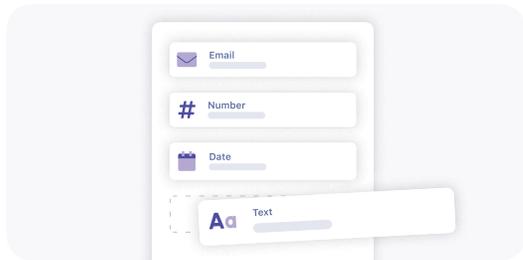
Build and customize applicant forms and track case progress for certifications and re-certifications within any timing rules, such as the ADA eligibility window.



Centralized rider information

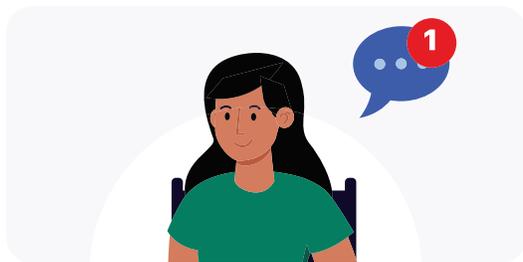
Everything you need to know about a rider and their eligibility status is centralized for quick and easy assessments. A deep integration into Spare Launch, your administrator portal, automatically enforces eligibility during trip-booking.

A feature-rich platform for productive eligibility management.



Automate digital letter creation

Create, customize and send rider communication in seconds as each application moves through different stages of evaluation. Sit back and let Engage automatically fill in details about each rider.



Keep riders informed

Keep riders up-to-date with notifications and timely communications. You can also schedule and assign functional assessments.



Streamline data entry with smart scanning

Scan paper applications and documents (e.g. doctor notes, medicare ID Card) directly into Spare Engage with optical character recognition (OCR), converting handwritten information into usable data within seconds.



Create rider IDs and groups

Assign riders to specific groups based on their characteristics, special mobility needs or service privileges.



Get comprehensive reports

Report on previous case activities throughout the application lifecycle, including appeals.



Track the status of your applications

Assigning cases and tasks to specific team members and track progress. Applicants and administrators are always on the same page.



Migrate data in two clicks

Already using another provider to store your data? Not a problem. Take advantage of the automatic import function to bring this data into Spare Engage.

Title	RTC Washoe Order Form
File name	Amendment_1_to_SL_5055.docx__6_.pdf
Document ID	a8e9e63881e5c1afd5ac8c119267b9bd7289652b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	06 / 26 / 2024 00:02:59 UTC	Sent for signature to Kristoffer Vik Hansen (kristoffer@sparelabs.com) from kristen@sparelabs.com IP: 38.2.159.143
 VIEWED	06 / 26 / 2024 00:24:24 UTC	Viewed by Kristoffer Vik Hansen (kristoffer@sparelabs.com) IP: 96.49.177.45
 SIGNED	06 / 26 / 2024 00:24:50 UTC	Signed by Kristoffer Vik Hansen (kristoffer@sparelabs.com) IP: 96.49.177.45
 COMPLETED	06 / 26 / 2024 00:24:50 UTC	The document has been completed.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Token Transit, Inc., Hardware/Software Upgrade

RECOMMENDED ACTION

Approve a contract with Token Transit, Inc., to upgrade the mobile fare collection hardware and software across all services, in an amount not-to-exceed \$429,500.

BACKGROUND AND DISCUSSION

RTC Public Transportation uses Token Transit to manage its mobile fare payment collection. The software has been in use since 2019 with ongoing upgrades to its functionality to include hardware beacons and integration with the Transit and FlexRIDE applications. This proposed upgrade will add “tap and go” functionality to all of RTCs services so that passengers will be able to pay for their trips using their existing credit or debit cards.

This project is in line with the Board’s recent adoption of the Transit Optimization Plans Strategies (TOPS) recommendation to improve technology to improve service delivery and passenger communication.

FISCAL IMPACT

Appropriations for this purchase are included in the FY2025 budget.

PREVIOUS BOARD ACTION

4/21/2023 Approved Amendment No. 1 to the contract with Spare Labs, Inc. in an amount not to exceed \$297,000, to extend the term until 2026, and add the integration with Token Transit, for a new total not-to-exceed amount of \$372,000; this amount includes the service, integration, and pass-through funding for trips outsourced to Lyft. (Term effective through October 31, 2026.)



Agency Order Terms 2024-06-27

These Agency Order Terms 2024-06-27 are for the purchase by Agency of a subscription to the Services specified below. Provision of the Services is subject to the Master Platform Terms and any additional terms referenced below and incorporated herein (these Agency Order Terms together with the Master Platform Terms, may be referred to as the “**Agreement**”) between the customer specified below (“**Agency**”) and Token Transit, Inc. (“**TT**”). These Agency Order Terms are effective, upon signature of both Agency and TT (the “**Agency Order Terms Effective Date**”).

These Agency Order Terms 2024-06-27 supplement (e.g., by adding Additional Services) any prior Agency Order Terms documents and such prior Agency Order Terms documents remain in full force and effect except as supplemented by these Agency Order Terms 2024-06-27, unless otherwise indicated below.

Agency Name: Regional Transportation Commission of Washoe County	Agency Physical Address: 1105 Terminal Way, Suite #200, Reno, NV 89502 Agency Billing Address (if different than physical address):
Primary Agency Contact: Name: James Gee Email: jgee@rtcwashoe.com Phone: (775)335-0020	Invoice Contact: Name: Accounts Payable Email: accountspayable@rtcwashoe.com Phone: (775)335-0200
Services (descriptions in Section 1 of the Master Platform Terms): Agency’s Target Service Launch Date (as the parties may amend in writing, email to suffice): <u>Nov 1, 2024</u> Territory: United States Core: included (required) Hardware Validation Service (defined in the <u>Hardware Validation Services Addendum</u>): TT to provide Hardware Validators (at additional cost)	
Fees: Passes: Fees are calculated as follows: For each transaction for use on Agency’s transit system during the Term, TT will retain a Passes Fee of (i) 8% of the gross total proceeds of the transaction processed by the Services for each transaction that is greater than or equal to \$2.00 and (ii) \$.06 + 7% of the gross total proceeds of the transaction processed by the Services for each transaction that is less than \$2.00. Hardware Validation Service (if applicable): <ul style="list-style-type: none"> • Hardware Validation Service Fee: \$450.00/vehicle; annual recurring fee with initial annual fee to be paid on or before the Service Launch Date (as defined in the Master Platform Terms). • Hardware Validator Fees: \$2000/Validator; due within thirty (30) days of the Agency Order Terms Effective Date and prior to any shipment or installation. • Hardware Validator Installation Fees: \$800/vehicle; due within thirty (30) days of the Agency Order Terms Effective Date and prior to any shipment or installation. • One (1) Flat surface cradle mount & power cord for testing unit: \$500; due within thirty (30) days of the Agency Order Terms Effective Date and prior to any shipment or installation. Technical Services (if applicable): All fees indicated do not include any taxes, if applicable, which are the sole responsibility of Agency.	
Master Platform Terms: https://agency.tokentransit.com/legal/agency-master-platform-terms-20240403.pdf The Master Platform Terms govern Agency’s use of TT’s platform services, and include reference to the terms of service between Agency and the third-party payment processor responsible for processing and settling payments to Agency. By entering into this Agreement, Agency is agreeing to those terms of service. The Master Platform Terms version referenced above supersedes and replaces any prior agreement (including any prior version of the Master Platform Terms) between Agency and TT, if any. The Master Platform Terms are attached hereto.	
Additional Terms (if applicable): See “Quote” from Token Transit, dated 6/28/24, and attached hereto. This Agreement is funded in whole or in part with money administered by the Federal Transit Administration. As a condition for receiving payment under this Agreement, Token Transit, Inc. agrees to comply with the federally required clauses set forth in the Federal Clauses and Certifications, attached hereto.	

No terms included in any purchase order, acknowledgment or other non-TT ordering document shall apply to the Services. The pricing and Services presented in these Agency Order Terms are TT confidential information (to the maximum extent permitted under applicable law). All fees indicated above do not include any taxes, if applicable, which are the sole responsibility of Agency.

[SIGNATURES ON NEXT PAGE]



By signing below, the parties through their duly authorized representatives agree to the terms as documented in these Agency Order Terms.

Token Transit, Inc. (TT)	Regional Transportation Commission of Washoe County (Agency)
By: Name: Title: Date:	By: Name: Bill Thomas Title: Executive Director Date:

SAMPLE



TOKEN TRANSIT™ AGENCY MASTER PLATFORM TERMS
Version: April 3, 2024

This “**Agreement**” consists of these Token Transit Agency Master Platform Terms (the “**Master Platform Terms**”) together with the applicable Agency Order Terms (defined below), and is entered into by and between Token Transit, Inc. (“**TT**”) and the entity (e.g., company or government agency) placing an order for or accessing the Services (“**Agency**”) (each of TT and Agency may be referred to as a “**Party**”). For clarity, this Agreement includes the terms and conditions set forth below including any exhibits or addenda identified herein and any ordering documents, online registration, order descriptions or order confirmations referencing this Agreement and agreed to by the Parties (“**Agency Order Terms**”). You represent that you are authorized to accept this Agreement on behalf of the Agency.

The “**Effective Date**” of this Agreement is the date which is the Agency Order Terms Effective Date of the first Agency Order Terms referencing this Agreement. This Agreement will govern Agency’s initial purchase on the Effective Date as well as any future purchases made by Agency that reference this Agreement.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

SECTION 1. TT SERVICES

Overview. TT’s platform offers transportation entities (e.g., municipal agencies and private transportation companies) an evolving suite of cloud-based Services to manage ticketing and other transportation-related needs of transit users who have direct relationship with TT, as further described below and in the Documentation.

1.1 **Core Services.** TT’s “**Core Services**” (i) connect transit fares, third party participants (e.g., employers, universities, social service agencies) and modes of transit offered by Agency (e.g., bus, bikeshare, micro-transit, para-transit) and (ii) enable transit users (Riders, as defined below) to purchase and use transit passes (Passes, as defined below) through the Services (including the TT Rider App). Core Services include the TT Rider App, Third-Party Integrations (each defined below) unless expressly indicated otherwise in the Agency Order Terms, and Fare Capping at Agency’s election (e.g., via e-mail).

Agency acknowledges that the Services are on-line, subscription-based products, and that in order to provide improved customer experience TT may make changes to the Services (and update the applicable Documentation accordingly); provided, however, that such changes shall not materially reduce the features or functionality of the Core Services as of the Effective Date.

1.2 **Additional Services.** If included in Agency Order Terms, Agency may also receive access to additional TT services, as TT may make available from time to time, that may be used with the Core Services (such as Optional Technical Services, and Hardware Validation Service (defined below)) (collectively, “**Additional Services**”). The features of any Additional Services will be further described in an applicable Agency Order Terms and may be subject to additional terms and conditions. For clarity, any Additional Services are considered part of the “**Services**” for purposes of this Agreement. If Agency selects Hardware Validation Service in



Agency Order Terms, the additional terms and conditions set forth in the Hardware Validation Service Addendum at **Exhibit A** are hereby incorporated herein.

1.3 **Definitions.**

“Agency Data” means all data provided by the Agency to TT, including any Personal Information provided directly by the Agency with respect to Riders or other individuals (e.g., to designate to TT which Riders are eligible to participate in a specific Agency program for discounted Passes, if applicable). For the avoidance of doubt Agency Data does not include data collected by TT.

“Agency Materials” means materials, systems and other resources that Agency provides to TT in connection with Optional Technical Services.

“Agency Policy Information” means information regarding Agency’s Passes such as pricing, refund and Pass expiration information, collection, use and disclosure of Personal Information, legal authority, any applicable terms, limitation, restrictions or conditions and contact information.

“Data Protection Laws” means all applicable laws and regulations relating to the processing of Personal Information and privacy in the United States and Canada, including without limitation, as applicable, the California Consumer Privacy Act (“**CCPA**”) and with respect to Canada, the Personal Information Protection and Electronic Documents Act, and the substantially similar state and provincial privacy laws.

“Documentation” means the end user technical documentation provided with the Services that TT may generally make available, as may be modified from time to time.

“Fare Media” means the method through which Riders present their Pass(es) to Agency for validation. Fare Media may be in various formats such as digital (e.g., via the TT Rider App or Third Party Integrations), Smart Card, printed passes, etc. as may be made available for sale and supported by TT from time to time.

“Hardware Validation Service” means hardware validation, analytics, and other hardware-related services that TT offers, as may be further defined in the Hardware Validation Service Addendum.

“Laws” means all applicable local, state, municipal, provincial, federal, and other laws within the Territory, including the Data Protection Laws.

“Passes” means transit fares purchased or received by Agency or its Riders from TT or otherwise provided through the Services. Passes may cover one or multiple rides in accordance with the Agency Policy Information.

“Personal Information” means any data that (i) identifies, describes, is associated with, or is reasonably capable of being associated with a particular individual or (ii) is otherwise defined as personal data or personal information (or similar term) under the Data Protection Laws.

“Riders” means riders (or other users) of Agency’s transit system who purchase or are provided Passes. For clarity, all Riders will have a direct relationship with TT as users of the Services (i.e. as an end user of Fare Media).

“Service(s)” means the TT proprietary hosted services, including the Core Services and any Additional Services specified in the Agency Order Terms, including any related TT dashboards or web portal (the **“TT Agency Web Portal”**). “Services” do not include Optional Technical Services.

“Service Launch Date” means the earlier of (i) when Service is first offered to Riders (based on TT’s reporting system) or (ii) the target launch date set forth in the Agency Order Terms.

“Smart Card” means a contactless smart card that stores Passes and is provided by Token Transit to Riders or Agency for use by Riders.

“Optional Technical Services” means premium support, implementation or other technical services to be provided by TT, if any, pursuant to the Agency Order Terms.



“**Territory**” means the United States or Canada, as expressly stated in an applicable Agency Order Terms.

“**Third-Party Integration(s)**” means one or more third-party mobile apps, websites, or other online services (e.g., trip planning and multimodal apps and services) that, pursuant to agreement with TT, enable Riders to purchase Passes from within the third-party’s mobile apps, websites, or other online services.

“**Fare Capping**” means combining prior activated Passes into new Passes valid for the remainder of the applicable time period in accordance with fare capping rules defined by the Agency.

“**TT Rider App**” means the TT mobile application and/or website which enables Riders to access, purchase and use Passes. For clarity: (i) the same TT Rider App is used by TT across multiple customers and (ii) all of TT’s end users, including Riders, have a direct relationship with TT (including through Third Party Integrations) and may use the TT Rider App across all participating transit agencies and entities.

“**TT Rider Data**” means and refers to any data provided or inputted by or on behalf of the Riders via the Services (e.g., through the TT Rider App or through the integration of the Services into the Third-Party Integrations) for the sale or purchase of Passes using the Services, which may include email address, full name, cardholder information, credit cards or debit card information and bank information of the Riders, and any other data as described in TT’s privacy policy for the Services (currently available at <https://tokentransit.com/legal/privacy>). For clarity, TT Rider Data does not include Agency Data.

Additional capitalized terms have the meaning ascribed to them herein.

1.4 **Provision of the Services; Compliance with Laws.**

(a) The Services are provided on a subscription basis for a set term pursuant to Section 10 (Term and Termination). Agency shall purchase and TT shall

provide the Services and any related Optional Technical Services (as further described in Section 1.7 below) as specified in the applicable Agency Order Terms.

(b) To receive payments through the Services, Agency must agree to the terms of service of the third-party payment processor designated by TT (“Payment Processor”), located at <https://stripe.com/connect-account/legal>. The Payment Processor terms of service are solely between Agency and the Payment Processor. Agency acknowledges that by entering into this Agreement, it is agreeing to and will comply with such Payment Processor terms of service. The Payment Processor is responsible for settling funds to Agency. TT does not at any point hold, own or control funds, actually or constructively receive, take possession of or hold any money or monetary value for transmission, or advertise, solicit or hold itself out as receiving money for transmission.

(c) Each Party shall comply with its obligations under the Laws in connection with this Agreement.

1.5 **Access to the Services.**

Subject to the terms of this Agreement, including payment of the Fee, TT grants to Agency, during the Term, a limited, non-transferable, nonexclusive right to access and use the Services, as TT may modify it from time to time, in connection with Agency’s Riders, solely for Agency’s internal purposes within the Territory. Access to the Services, including the TT Agency Web Portal, is limited to Agency’s employees and contractors acting for the sole benefit of Agency (“**Permitted Users**”). Agency and its Permitted Users may need to register for a TT account in order to access or use the Services. Account registration information must be accurate, current and complete, and will be governed by TT’s Privacy Policy. Agency is responsible for any use of the Services by its Permitted Users and their compliance with this Agreement. Agency shall keep confidential its user IDs and passwords for the Services and remain responsible for any actions taken through its accounts.



1.6 **Restrictions.** Agency shall not (and shall not permit any third party to): (a) rent, lease, provide access to (other than with respect to Riders as contemplated herein) or sublicense the Services to a third party; (b) use the Services to provide, or incorporate the Services into, any product or service provided to a third party (other than with respect to Riders as contemplated herein); (c) use the Services to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by Law (and then only upon advance notice to TT); (e) copy, modify or create any derivative work of the Services or any Documentation; (f) remove or obscure any proprietary or other notices contained in the Services (including any reports or data printed from the Services); (g) publicly disseminate any TT Confidential Information (except to the extent required by Laws and pursuant to Section 5 (Confidentiality)); or (h) use the Services except as expressly permitted herein.

1.7 **Optional Technical Services.** Any purchased Optional Technical Services will be as described in the relevant Agency Order Terms, subject to the fees and any additional terms in the Agency Order Terms. Agency will reimburse TT for reasonable, pre-approved travel and lodging expenses incurred in providing Optional Technical Services. For prepaid Optional Technical Services, unless specified in the Agency Order Terms, Agency is paying for the availability and efforts of TT personnel over the time period specified in the Agency Order Terms (e.g., up to eight hours in a week); any unused time expires at the end of such period (or at maximum, six (6) months after purchase) and may not be banked, accumulated or saved for future periods or purchases. To facilitate Optional Technical Services, Agency will provide TT with access to reasonably requested Agency Materials and cooperation and will designate an internal project manager to serve as TT's single point of contact. If Agency fails to do so, TT's obligation to provide Optional Technical Services will be excused until Agency does. TT will use Agency Materials only for purposes of providing Optional Technical Services. If TT provides deliverables as part

of Optional Technical Services, Agency may use the deliverables only as part of its authorized use of the Services, subject to the same terms as for the Services, including pursuant to Section 1 (TT Services).

1.8 **Trials and Betas.** If Agency receives access to the Services or Service features on a free or trial basis or as an alpha, beta or early access offering ("**Trials and Betas**"), use is permitted only for Agency's internal evaluation during the period designated by TT (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that TT may never release, and their features and performance information are TT's Confidential Information. Notwithstanding anything else in this Agreement, TT provides no warranty, indemnity, support for Trials and Betas and its liability for Trials and Betas will not exceed Fifty United States Dollars (US \$50). TT is relying on the foregoing disclaimers and limitation of liability in offering Trials and Betas to Agency.

1.9 **Retained Rights.** Except for the rights expressly licensed pursuant to this Agreement, TT retains all right, title, and interest in and to the Services (and all other products, works, and other intellectual property created, used, or provided by TT for the purposes of this Agreement excluding only Agency Confidential Information, Agency Policy Information, and Agency Materials).

SECTION 2. AGENCY POLICY INFORMATION AND CUSTOMER SUPPORT

2.1 **Agency Policy Information.** Agency shall provide TT with Agency Policy Information, which may include through the TT Agency Web Portal. TT currently makes available the TT Agency Web Portal as part of the Services which is subject to the terms herein (and TT's then current website terms of service applicable to the TT Agency Web Portal, if any) in order for Agency to upload Agency Policy Information and/or access certain data from TT such as payment reports. Agency represents and warrants that it has all rights and authorizations necessary to



grant the rights stated in this Agreement, to provide TT with Agency Policy Information, and that the Agency Policy Information is accurate and complies with Laws. Agency shall ensure that Agency Policy Information is presented to the Rider in compliance with Laws (e.g., via the TT Rider App).

2.2 Support Obligations.

(a) As part of the Services, TT will (i) make available through the TT Rider App and Third Party Integration(s), the ability of Riders to purchase Passes and, based on the then current functionality of the Services to view Agency Policy Information as may be provided by Agency and (ii) provide commercially reasonable customer service to Riders with respect to the functionality of the Services and to Agency in a manner consistent with the support that it provides all users of the Services and its other transit customers, as TT determines in its reasonable discretion.

(b) Agency hereby authorizes the sale of Passes to Riders via the Services (including, for the avoidance of doubt via the TT Rider App and Third-Party Integrations). Agency shall honor the Passes and comply with the Agency Policy Information and Law. Agency shall be responsible throughout the Term (and thereafter as stated in Section 10.3) for (i) ensuring that the correct fare structure is provided through the Services, including fees paid by Riders and Pass expiration terms; (ii) validating that each Rider has purchased the correct Pass for the ride, as reflected in the Fare Media, at the time of the ride; (iii) ensuring that only Permitted Users access the TT Agency Web Portal component of the Services on behalf of Agency and that all such data obtained by Agency from TT is used solely as permitted in this Agreement for Agency's internal purposes and in compliance with Laws; and (iv) providing all customer support for Riders relating to Agency's transit service, which may include the ability to issue refunds to Riders through the TT Agency Web Portal.

(c) Agency shall determine the fees charged for Passes; provided, however, to the maximum extent permitted by Laws, the fees charged by Agency via the Services must be no greater than the fees

charged for tickets purchased via other means (cash, paper passes etc.).

SECTION 3. FEES AND PAYMENT

3.1 Fees.

(a) Core Services.

(i) Rider Purchases. Unless otherwise stated in the Agency Order Terms, the Agency will pay a fee ("Pass Fee") in the form of commissions retained by TT for Passes purchased by Riders through the Services during each calendar month as specified in the Agency Order Terms. Through the Payment Processor, the net total proceeds (less the Pass Fee), will be remitted to Agency's designated account held in trust with the Payment Processor on a monthly basis, subject to TT's withholding of any refunds, credits, chargebacks, uncaptured transactions for the purpose of aggregating purchases into larger transactions, or other amounts owed to TT, within five (5) business days following the end of each calendar month. TT may delay payment if a negative balance occurs until Agency has a positive balance in its account.

(ii) Agency Purchases. If Agency authorizes TT in writing (email to suffice) to provide Passes at no charge to Riders participating in one or more Agency pass programs, TT will either automatically deduct the applicable Pass Fee from the net total proceeds otherwise payable to Agency hereunder or invoice Agency for the applicable Pass Fee (which is the same Pass Fee for Rider purchases unless otherwise agreed upon between TT and Agency in writing (email to suffice)) on a monthly basis. Unless otherwise set forth in the Agency Order Terms, Agency shall make full payment within thirty (30) days of the invoice date for invoices provided.

(b) Smart Card Purchases. Agency may purchase Smart Cards from Token Transit as well as allow Riders to purchase Smart Cards from Token Transit directly. Fees for the purchase of Smart Cards either by Agency or by the Rider will be charged by Token Transit to the Rider and/or Agency. Unless otherwise set forth in the Agency Order Terms, Agency shall



make full payment within thirty (30) days of the invoice date for invoices provided. Smart Card fees are Additional Fees (and separate from Pass Fees).

(b) Additional Fees. If applicable, Agency shall pay additional fees for Optional Technical Services and Additional Services pursuant to one or more Agency Order Terms and/or additional terms that are incorporated herein (“**Additional Fees**”; Additional Fees and Pass Fees may be referred to as “**Fees**”). Unless otherwise set forth in the Agency Order Terms, Agency shall make full payment within thirty (30) days of the invoice date for invoices provided.

(c) All payments by Agency shall be made in U.S. Dollars or Canadian Dollars, as applicable. In addition to any other remedies available to TT hereunder, if Agency fails to pay any amounts within thirty (30) days after payment is due or delivery of the invoice if applicable, then Agency shall pay TT a late payment charge equal to 1.25% per month with respect to Agencies in the United States and 15% annually with respect to Agencies in Canada (or the highest rate permitted by Law, if lower). TT additionally reserves the right to deduct any Fees from amounts otherwise due to Agency pursuant to the Agreement, in the event Agency does not pay within thirty (30) days of the invoice date.

3.2 Reports. TT shall provide Agency with reports showing the Pass Fee calculation and/or access to an online reporting system as part of the Services (“**Reports**”). If Agency believes that TT has calculated the Pass Fee or any Additional Fees incorrectly, Agency shall notify TT by no later than thirty (30) days after the date on the first Report or invoice in which the error or problem appeared. TT will investigate such alleged error or problem, and will provide Agency an adjustment or credit if such error or problem is confirmed by TT.

3.3 Taxes. Each Party will be responsible for any applicable taxes and TT may withhold from any payments to Agency any taxes that are required to be withheld under Laws.

3.4 Fare Capping. The following terms apply to Fare Capping:

(a) If, in the current Fare Capping period, a Rider participating in the Fare Capping program reaches the threshold number of certain Pass activations (“**Prior Passes**”) pursuant to the Fare Capping program terms, (i) TT will issue Rider new Passes valid for the remainder of the Fare Capping period (the “**Successor Pass**”) in accordance with the Fare Capping program terms; (ii) Agency will honor the Successor Pass in accordance with the applicable Successor Pass terms; and (iii) Agency may void the Prior Passes as necessary.

(b) If TT issues Successor Pass to Rider, (i) TT will issue a refund (if any) to Rider equal to the difference between the cost of the Successor Pass and the total cost of the Prior Passes; and (ii) Agency will reimburse TT for such refund amount (if any), which TT may obtain by invoice (payable by the invoice terms) or by withholding such refund amount from any amounts owed to Agency.

SECTION 4. TT RIDER DATA

4.1 TT Rider Data. Agency agrees and acknowledges that TT has a direct relationship with all users of its Services, including Agency’s Riders (which may be through the TT Rider App or the Third-Party Integrations) through which it collects TT Rider Data (along with similar data from riders of other transit customers of TT), and accordingly, TT Rider Data is owned and controlled by TT, subject to the limited rights granted herein to Agency.

4.2 TT’s Data Obligations.

(a) With respect to TT Rider Data, TT shall: (i) use the TT Rider Data in compliance with its privacy policy (as TT may update it from time to time) and Laws; (ii) comply with applicable Card Networks’ Operating Rules (i.e., applicable PCI standards, if any), as the same may be amended from time to time; provided, however, that Agency agrees and acknowledges that TT uses the services of third party payment processors; and (iii) maintain appropriate industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Services and TT Rider Data.



(b) With respect to Agency Data provided to TT that is Personal Information, TT shall: (i) use such Agency Data to provide the Services to Agency, in compliance with the TT privacy policy and Laws; (ii) maintain appropriate industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Agency Data that is Personal Information; and (iii) shall not sell such Agency Data. The Agreement shall not restrict use of, and TT is expressly permitted to use for its own purposes, anonymous, aggregate, de-identified, or non-personal data (as determined under Laws) that is processed in the course of providing the Services

4.3 Agency's Data Obligations.

(a) With respect to TT Rider Data provided to Agency, Agency shall: (i) use (1) TT Rider Data at all times in compliance with the terms of this Agreement and (2) TT Rider Data that is Personal Information for the sole purpose of providing customer support to Riders with respect to their use of the Services during the Term; (ii) use TT Rider Data in compliance with the then current TT privacy policy, Card Networks' operating rules (as the same may be amended from time to time), any written instructions from TT, and Laws; (iii) maintain appropriate industry-standard administrative, physical, and technical safeguards to protect the security and integrity of TT Rider Data and immediately notify TT in the event of any unauthorized access to, loss of, or use of TT Rider Data, and assist TT in the response to or remediation of such incident as requested by TT; (iv) return or securely destroy such TT Rider Data at the request of TT, or the termination of this Agreement, whichever occurs first; (v) treat such TT Rider Data as the Confidential Information of TT; and (vi) not sell TT Rider Data.

(b) With respect to any Agency Data provided to TT, (i) Agency authorizes and instructs TT to use such Agency Data to provide the Services and as otherwise may be required by Laws, (ii) Agency represents and warrants that it has obtained all necessary consents or has provided any required notices needed under the Laws to provide Agency Data to TT for use as contemplated herein, and that

such use by TT complies with all Laws.

4.4 No Sale of Personal Information; Cooperation.

(a) Without limiting the generality of Section 4.2 and Section 4.3: Neither Agency nor TT provides Personal Information to the other Party in exchange for monetary or other valuable consideration. Any provision by TT to Agency of TT Rider Data that is Personal Information and any provision by Agency to TT of Agency Data that is Personal Information is not intended to constitute a "sale" under the CCPA or other Data Protection Law.

(b) The Parties acknowledge that new Data Protection Laws are being enacted and therefore the Parties agree to cooperate and take additional necessary steps as needed to ensure ongoing compliance with Data Protection Laws.

SECTION 5. CONFIDENTIALITY

5.1 Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including all code, inventions, know-how, business, technical, and financial information. The TT Rider Data and any nonpublic element of the Services are deemed the Confidential Information of TT without any further marking or designation requirement. Any Agency Data that is not publicly available (or otherwise subject to the exceptions below) is deemed the Agency's Confidential Information without any further marking or designation requirement. Any evaluations and suggestions provided by Agency regarding the Services shall not be deemed Agency's Confidential Information and may be used by TT without restriction. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (a) were available to the public on the Effective Date; (b) become available to the public after the Effective



Date, other than as a result of violation of this Agreement by Receiving Party; (c) were rightfully known by the Receiving Party prior to its receipt thereof from the Disclosing Party; (d) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (e) the Receiving Party received from a third party without that third party's breach of agreement or obligation to the Disclosing Party; or (f) are independently developed by the Receiving Party.

5.2 **Non-Disclosure.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. For the avoidance of doubt, Confidential Information may be shared with the Receiving Party's employees, contractors, agents, sub-contractors, or consultants as required to perform Receiving Party's obligations hereunder; provided that, such individuals have agreed to be bound by obligations of confidentiality that are at least as restrictive as those contained in this Section 5. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by Law, including public records laws, to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior timely notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance. Absent the entry of a protective order, the Disclosing Party shall disclose only such information as is necessary to be disclosed in response to such subpoena, court order or other similar document compelling disclosure.

SECTION 6. AGENCY IDENTIFICATION AND USE OF TRADEMARKS

For the term of this Agreement, TT may disclose to third parties that Agency is one of its customers. Agency grants TT a non-exclusive license to use Agency's name(s), mark(s), and logo(s) (collectively,

"Agency Marks") in its publicity and marketing materials, its website, social media and in connection with the Services; TT may sublicense the foregoing rights in the Agency Marks to its Third Party Integration providers in connection with their use and promotion of the Service(s). Similarly, during the Term, Agency is authorized to use TT's name, mark(s) and logo(s) in Agency's municipal publications, website, social media, publicity and marketing materials, solely for publicizing the availability of the Services to its Riders. Agency agrees to participate in reasonable marketing activities that promote the benefits of the Services to other potential customers. Each Party agrees to comply with all reasonable usage requirements, or policies communicated by the other Party from time to time respecting its name(s), mark(s), and logo(s).

SECTION 7. WARRANTY DISCLAIMERS

EXCEPT AS EXPRESSLY SET FORTH TO THE CONTRARY IN THIS AGREEMENT, AGENCY ACKNOWLEDGES AND AGREES, THAT THE SERVICES, INCLUDING ALL COMPONENTS THEREOF (E.G., THE TT RIDER APP AND ELEMENTS INTEGRATED INTO ANY THIRD-PARTY INTEGRATIONS), AND ACCESS THERETO ARE PROVIDED "AS IS". TT DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THE SERVICES AND ALL THIRD-PARTY INTEGRATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER LEGAL, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, TT MAKES NO WARRANTY, AND PROVIDES NO CONDITIONS, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE ERROR-FREE OR AVAILABLE AT ANY GIVEN TIME.

SECTION 8. INDEMNIFICATION



8.1 TT Indemnification. TT shall indemnify, defend and hold harmless Agency from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) TT's breach of its obligations set forth in Section 4.2 (TT Data Obligations) or Section 5 (Confidentiality) or (b) any claim by a third party alleging that the Services when used as authorized under this Agreement infringe any copyright or trademark. If Agency's use of the Services is (or in TT's opinion is likely to be) enjoined, if required by settlement or if TT determines such actions are reasonably necessary to avoid material liability, TT may, in its sole discretion: (i) substitute substantially functionally similar products or services; (ii) procure for Agency the right to continue using the Services; or if (i) and (ii) are not commercially reasonable, (iii) terminate the Agreement and, if applicable, refund to Agency the fees paid by Agency for the portion of the Term that was paid by Agency but not rendered by TT. The foregoing indemnification obligation of TT shall not apply: (1) if the Services are modified by any party other than TT, but solely to the extent the alleged infringement is caused by such modification; (2) if the Services are combined with products or processes not provided by TT (including Agency Materials or Agency Policy Information), but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Services; (4) to any action arising as a result any third-party deliverables or components contained within the Services; (5) if Agency settles or makes any admissions with respect to a claim without TT's prior written consent; or (6) to beta releases or any use of the Services provided on a no-charge or evaluation basis. This Section 8.1 sets forth TT's and its suppliers' sole liability and Agency's sole and exclusive remedy with respect to any claim of intellectual property infringement.

8.2 Agency Indemnification. Agency shall indemnify, defend and hold harmless TT from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable

to unaffiliated third parties (including Riders or other TT end users), arising out of or resulting from the following: (a) Agency's breach of its obligations set forth in Section 4.3 (Agency's TT Rider Data Obligations) or Section 5 (Confidentiality); (b) claims regarding or relating to the Agency's transit service (and not the Services itself) including those relating to expired but unused Passes and any unauthorized use or disclosure of TT Rider Data by Agency; (c) Agency Material, Agency Policy Information, and/or use of Agency Marks; (d) Agency's obligations pursuant to or claims arising out of the Payment Processor terms of service; or (e) breach of Agency's obligations with respect to Additional Services.

8.3. Conduct. A Party's indemnification obligations under Section 8 shall not apply unless: (a) the indemnifying Party has the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim, provided such settlement or compromise is wholly paid for by the indemnifying Party; (b) the indemnified Party cooperates; and (c) the indemnified Party gives the indemnifying Party prompt written notice of any threat, warning, or notice of any such claim or action, with copies of any and all documents the indemnified Party may receive relating thereto.

SECTION 9. DAMAGE DISCLAIMERS AND LIABILITY LIMITATION

9.1 Disclaimer of Damages. Except for Excluded Claims each Party's aggregate maximum liability for damages or other obligations arising out of or in connection with this Agreement, whether based upon a theory of contract or tort (including negligence) or otherwise, shall not exceed (i) the total amount of the Fee paid or due during the prior 12 month period or (ii) \$10,000, whichever is greater (the "**Base Cap**"). The Parties further acknowledge that nothing in this Section 9.1 shall be deemed to waive the rights to equitable relief. "**Excluded Claims**" means (a) any claim arising from Agency's breach of Sections 1.6 (Use Restrictions); (b) Agency's payment obligations; (c) any claim arising from a breach of Section 4.3 (Agency's TT Rider Data Obligations); (d) any amounts payable to third parties



pursuant to TT's indemnification obligations under Section 8.1 (TT Indemnification) or Agency's indemnification obligations under Section 8.2 (Agency Indemnification); or (e) either Party's breach of Section 5 (Confidentiality). With respect to Excluded Claims, in no event will TT's aggregate maximum liability for damages or other obligations arising out of or in connection with this Agreement, whether based upon a theory of contract or tort (including negligence) or otherwise, exceed the greater of (i) five (5) times the Base Cap or (ii) One Hundred Thousand United States Dollars (US \$100,000).

9.2 Consequential Damages Disclaimer. Except with respect to willful misconduct, claim arising from Agency's breach of Sections 1.6 (Use Restrictions), and Agency's payment obligations; and without limiting either Party's indemnification obligations, to the maximum extent permitted by Law, in no event shall either Party be liable for any special, punitive, consequential, incidental, or indirect damages, including loss of profits, income, goodwill, cost of procurement of substitute goods or services, interruption of business or any reliance damages of any kind, even if informed of their possibility in advance.

9.3 Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY AND REMEDY IN THIS AGREEMENT: (a) ARE MATERIAL AND BARGAINED FOR BASES OF THIS AGREEMENT; AND (b) THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

SECTION 10. TERM AND TERMINATION

10.1 Term.

(a) Unless otherwise stated in the Agency Order Terms, this Agreement will commence upon the Effective Date and continue in effect for a period of twelve (12) months following the Service Launch Date, unless earlier terminated as set forth herein

(the "**Initial Term**").

(b) Unless otherwise stated in the Agency Order Terms and unless terminated earlier as permitted herein, at the end of the Initial Term and each Renewal Term, the Agreement will be extended automatically for successive twelve (12) month terms (each a "**Renewal Term**") (collectively, the Initial Term and Renewal Terms may be referred to as the "**Term**").

10.2 Termination.

(a) Unless otherwise stated in the Agency Order Terms: either Party may elect not to renew this Agreement by giving written notice to the other Party at least thirty (30) days prior to the end of the then current Initial Term or Renewal Term.

(b) Unless otherwise stated in the Agency Order Terms, either Party may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the other Party.

(c) Either Party may terminate this Agreement in the event the other Party (i) is in material breach and does not cure such breach within thirty (30) days after receiving written notice of the breach; (ii) ceases operation without a successor; or (iii) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

(d) Upon termination: (i) subject to Section 10.3, below, the license and rights granted hereunder to Agency shall immediately terminate; (ii) Agency shall immediately return or, at TT's election permanently destroy, any and all documents, notes and other materials regarding the Services to TT, including, without limitation, all software and TT Confidential Information, including any TT Rider Data and at TT's request certify that all TT Rider Data has been permanently deleted; and (iii) subject to Section 10.3, below, upon written request TT shall cease using the Agency's name(s), mark(s), and logo(s); and return or permanently



destroy, any and all, Agency Confidential Information including Agency Data that is Personal Information to the extent required by Laws.

10.3 Obligations to Agency's Riders Upon Termination. Upon termination or expiration of this Agreement (a) TT shall terminate the right of the Agency's Riders to purchase any new Passes on Agency's transit service and (b) TT and Agency shall each keep active the right of Riders to activate and use existing pre-purchased but unused Passes for a period of one hundred and twenty (120) days from the expiration or termination date of this Agreement. For the avoidance of doubt, TT shall have no obligation to support pre-purchased Passes for more than one hundred and twenty (120) days after termination or expiration of this Agreement regardless of Agency's policy.

SECTION 11. MODIFICATIONS

11.1. Notice of Modifications. TT may modify the terms and conditions of this Agreement (which may include changes to Services pricing and plans) from time to time by giving notice to Agency in accordance with Section 12.6 (Notices).

11.2 Timing and Effect of Modifications. The modifications shall become effective upon renewal of Agency's current Initial Term or Renewal Term or entry into a new Agency Order Terms; provided, however, that TT may provide notice of an earlier effective date if required by change in Laws. If TT specifies that the changes will take effect prior to the next Renewal Term (due to changes in Laws), Agency may object within thirty (30) days and terminate this Agreement for convenience and receive a pro-rata refund of any fees pre-paid by Agency (e.g., with respect to Hardware Validation Service), if any, with respect to the remainder of the Initial Term or Renewal Term, as applicable. Agency may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Services, and, in any event, continued use of the Services after the updated version of this Agreement goes into effect will constitute Agency's acceptance of such updated version.

SECTION 12. GENERAL

12.1 Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of California without regard to the conflicts of laws provisions therein, unless otherwise expressly set forth in the Agency Order Terms. The jurisdiction and venue for actions related to the subject matter of this Agreement shall be the California State and United States Federal Courts located in San Francisco, California, and each Party hereby submits to the personal jurisdiction of such courts, unless otherwise expressly set forth in the Agency Order Terms.

12.2 Legal Fees. In any action to enforce this Agreement, the prevailing Party will be entitled to costs and reasonable legal fees.

12.3 Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.4 Force Majeure. If the performance of this Agreement or any obligation hereunder is prevented or restricted by reasons beyond the reasonable control of a Party or its subcontractors, the Party so affected shall be excused from such performance to the extent of such prevention or restriction.

12.5 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties or other agreements between the Parties, in connection with the subject matter of this Agreement except as specifically set out in this Agreement. Any modifications of this Agreement must be in writing and signed by both Parties except as otherwise stated herein (including in Section 11 (Modifications)).



12.6 Notices. Any notice or communication required or permitted under this Agreement shall be in writing.

If to TT, notices must be provided to:
Token Transit, Inc.
2261 Market Street STE 5999
San Francisco, CA 94114
Attention: Morgan Kikuchi-Conbere

Such notice to TT shall be deemed to have been received (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

If to Agency, TT may provide notice to Agency's email or physical address on file or through the Services (including via the TT Agency Web Portal) and such notices shall be deemed to have been received upon delivery. Either Party may update its address with notice to the other Party.

12.7 Equitable Relief. Due to the unique nature of the Parties' Confidential Information disclosed hereunder and of any Personal Information that may be received in connection with this Agreement, there can be no adequate remedy at Law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

12.8 Assignment. Neither Party may assign or transfer this Agreement or any interest therein directly or indirectly, by operation of Law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that TT may assign or transfer this Agreement or any interest therein to an affiliate or a successor to all or substantially all of its business or assets, whether through an acquisition,

merger, change of control, or otherwise. Any attempted assignment or transfer in violation of this Section shall be void and without effect.

12.9 Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the other Party, or both Parties as Parties to a joint venture or partners for any purpose.

12.10 Headings and Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa.

12.11 Export Control. In its use of the Services, TT and the Agency agree to comply with all export and import Laws and regulations of the United States, the Territory, and other applicable jurisdictions. Without limiting the foregoing, (i) Agency represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Agency shall not (and shall not permit any of its users to) access or use the Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Agency shall not submit to the Services any information that is controlled under the U.S. International Traffic in Arms Regulations.

12.12 Government End-Users. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by



a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services were developed fully at private expense. All other use is prohibited.

12.13 Survival. Sections 1.6 (Restrictions), 1.8 (Trials and Betas, with respect to liability limits), 1.9 (Retained Rights), 2.2(b) (Support Obligations), 3 (Fees and Payment, with respect to Fees not yet paid as of termination), 4.1 (TT Rider Data), 4.2(b)

(TT's Data Obligations), 4.3 (Agency's Data Obligations), 5 (Confidentiality), 6 (Agency Identification and Use of Trademarks), 7 (Warranty Disclaimers), 8 (Indemnification), 9 (Damage Disclaimers and Liability Limitation), 10.2 (Termination), 10.3 (Obligations to Agency's Riders Upon Termination), 12.1-12.13 (General) and other terms which by their nature are intended to survive, shall survive termination or expiration of this Agreement.

SAMPLE



Exhibit A

Hardware Validation Service Addendum

This Hardware Validation Service Addendum (the “**Hardware Validation Service Addendum**”) is incorporated into and a part of the Agency Master Platform Terms (the “**Master Platform Terms**”) by and between Token Transit, Inc. (“**TT**”) and the entity (e.g., company or government agency) placing an order for or accessing the Hardware Validation Service (“**Agency**”) and is applicable only if Agency elects to add the Hardware Validation Service (defined below) pursuant to the Agency Order Terms. This Hardware Validation Service Addendum consists of the terms and conditions set forth below, any exhibits or addenda identified below and any Agency Order Terms (the Master Platform Terms, as modified by this Hardware Validation Service Addendum, may be referred to as the “**Agreement**”). You represent that you are authorized to accept this Hardware Validation Service Addendum on behalf of the Agency.

Agency desires to add functionality to the Services (as defined in the Master Platform Terms) by using hardware validators (“**Hardware Validators**”) installed on Agency’s vehicles. Hardware Validators allow Agency to validate that each Rider has purchased Passes for the ride at the time of the ride as well as on an aggregate basis for analytical purposes through the Hardware Validation service (as defined below). Agency can purchase Hardware Validators from TT at additional cost (“**TT Provided Hardware Validators**”) or Agency can provide its own compatible Hardware Validators at its own cost (“**Agency Provided Hardware Validators**”).

The effective date of this Hardware Validation Service Addendum (“**Hardware Validation Service Effective Date**”) is the effective date of the first Agency Order Terms referencing this Hardware Validation Service Addendum. This Hardware Validation Service Addendum will govern Agency’s initial purchase on the Effective Date as well as any future Hardware Validator purchases made by Agency that reference this Hardware Validation Service Addendum or the Agreement.

All capitalized terms not defined in this Hardware Validation Service Addendum have the same meaning given to them in the Master Platform Terms. Except as expressly provided in this Hardware Validation Service Addendum, the Master Platform Terms applies without modification by the terms and conditions of this Hardware Validation Service Addendum.

BY INDICATING YOUR ACCEPTANCE OF THIS HARDWARE VALIDATION SERVICE ADDENDUM OR ACCESSING OR USING THE HARDWARE VALIDATION SERVICE, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS HARDWARE VALIDATION SERVICE ADDENDUM. IF YOU DO NOT AGREE TO THIS HARDWARE VALIDATION SERVICE ADDENDUM, PLEASE DO NOT USE THE HARDWARE VALIDATION SERVICE. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS HARDWARE VALIDATION SERVICE ADDENDUM IS LEGALLY BINDING UPON IT.

1. INTRODUCTION

1.1 Applicability. This Hardware Validation Service Addendum applies only if Agency has selected to add the Hardware Validation Service to the Services pursuant to the Agency Order Terms.

1.2 Hardware Validation Service. The “**Hardware Validation Service**” means the use of Hardware Validators that have an internet connection. Schedule 1 describes the data flow and available data for the Hardware Validation Service.

1.3 TT Provided Hardware Validators:



Upgrades to TT Provided Hardware Validators. A TT Provided Hardware Validator is a Hardware Validator sold to the Agency by TT pursuant to the Agency Order Terms. With respect to TT Provided Validators (if any), TT may offer upgraded or replacement Validator hardware to Agency at its discretion during the Term which if accepted by Agency shall be “TT Provided Hardware Validators” and included in the “Hardware Validation Service”. Unless a different fee for replacement Hardware Validators is otherwise expressly stated in the Agency Order Terms, (a) Agency shall maintain at least a ten percent (10%) reserve number of spare/unused Hardware Validators in reserve (“**Reserve Requirement**”) in excess of the number of vehicles using the Hardware Validators to be used to immediately replace malfunctioning Hardware Validators and (b) Agency shall purchase additional Hardware Validators from TT at the then current Hardware Validator Fees to maintain the Reserve Requirement at all times throughout the Term.

1.5 Agency Provided Hardware Validators. An Agency Provided Hardware Validator is Validator Hardware provided by the Agency at Agency’s sole cost and approved by TT as meeting TT’s requirements for compatibility with the Hardware Validation Service.

2. TT HARDWARE VALIDATION SERVICE INTEGRATION. The Hardware Validation Service comprises the following:

2.1. TT Provided Hardware Validators. If Agency purchases TT Provided Hardware Validators, TT will provide Hardware Validators that will work on vehicles at any point of entry. Agency will install the TT Provided Hardware Validators at Agency’s expense. TT will provide guidance on preferred placement of the hardware validators to optimize the Rider validation experience.

2.2. Agency Provided Hardware Validators. If Agency elects to use Agency Provided Validators, Agency must install the Validator Hardware and ensure that the Validator Hardware

is placed to optimize Rider validation experience.

2.3 Analytics Dashboard. Purchasing Hardware Validation Service gives access to detailed aggregated and anonymous information in the TT Agency Web Portal. Agency is required to provide TT with stop, trip, origin, and vehicle identification numbers along with other information required by TT to provide the analytic data.

3. TERM AND TERMINATION.

3.1 Term and Renewal.

(a) Unless otherwise set forth in the Agency Order Terms, the initial term of this Hardware Validation Service Agreement (“**Initial Hardware Term**”) will commence upon the Service Launch Date and continue in effect for a period of twelve (12) months.

(b) Unless otherwise set forth in the Agency Order Terms, the Initial Hardware Term will automatically renew for consecutive twelve (12) month periods (each a “**Hardware Renewal Term**”, and collectively the Initial Hardware Term and Hardware Renewal Terms may be referred to as the “**Hardware Term**”); unless either Party provides notice of non-renewal at least thirty (30) days prior to the end of the Initial Hardware Term or a then current Hardware Renewal Term.

3.2 Termination.

(a) Unless otherwise set forth in an applicable Agency Order Terms, either Party may terminate an Initial Hardware Term or a Hardware Renewal Term at any time on sixty (60) days notice for convenience and without liability. If TT terminates an Initial Hardware Term or Hardware Renewal Term for convenience, TT will provide a pro-rata refund of fees paid pursuant to this Hardware Validation Service Addendum for the remainder of the applicable Initial Hardware Term or Hardware Renewal Term.

(b) Either Party may terminate this



Hardware Validation Service Addendum if the other Party commits a material breach that remains uncured following thirty (30) days prior written notice.

(c) This Hardware Validation Service Addendum shall automatically terminate upon the expiration or termination of the Master Platform Terms for any reason.

(d) Upon expiration or termination of this Hardware Validation Service Addendum, Agency shall return to TT or destroy the TT Provided Hardware Validators, as directed by TT.

4. TT HARDWARE VALIDATOR PRICING AND PAYMENT.

4.1. Fees.

(a) Hardware Validation Service Fee. The fees for the Hardware Validation Service (“**Hardware Validation Service Fees**”) are recurring annual fees commencing with the Service Launch Date; such fees as set forth in an applicable Agency Order Terms, and shall be paid by Agency in accordance with the payment terms set forth in the Agency Order Terms. If no payment terms are set forth in the Agency Order Terms, TT’s then current Hardware Validation Service Fees as published by TT shall apply and Agency shall pay such fees in advance for the Initial Hardware Term and each Hardware Renewal Term. The Hardware Validation Service Fees are non-refundable except (a) as set forth in the Master Platform Terms Section 11 (Modification) or (b) in the event TT terminates the Hardware Validation Service Addendum for convenience, in which event Agency will receive a prorated refund of Hardware Validation Service Fees that Agency has pre-paid for use of the Hardware Validation Service for the terminated portion of the applicable Initial Hardware Term or Hardware Renewal Term.

(b) TT Provided Hardware Validator and Installation Fees. If Agency purchases TT Provided Hardware Validators, the fees for the Hardware

Validators and, if applicable, installation (“**Hardware Validator Fees**”) are set forth in an applicable Agency Order Terms, and shall be paid by Agency prior to shipment and, if applicable, installation, in accordance with the payment terms set forth in the Agency Order Terms. If no payment terms are set forth in the Agency Order Terms or if Agency purchases additional Hardware Validators, TT’s then current Hardware Validator Fees as published by TT shall apply to Agency unless TT agrees in writing to a different fee.

4.2. Taxes. Agency acknowledges that it is responsible for any sales, value-added, use or other taxes, tariffs and governmental charges that are due (if any) in connection with any TT Provided Hardware Validators and provision of the Services described in this Hardware Validation Service Addendum (except taxes based on TT’s net income for which TT shall be solely responsible), and that if TT is required to pay any such taxes or charges based on the Services or other items provided to Agency, then such charges shall be billed to and paid by Agency. Agency shall obtain and provide to TT any certificate of exemption or similar document required to exempt any transaction under the Agreement from sales tax, use tax or other tax liability.

4.3. Fee Increases. TT reserves the right to increase the Hardware Validation Service Fees and/or Hardware Validator Fees by providing notice at least thirty (30) days before the commencement of the next Hardware Renewal Term.

5. ADDITIONAL TERMS.

5.1. Disclaimer. For the avoidance of doubt, this Hardware Validation Service Addendum is subject to indemnity, liability limitations and warranty disclaimers and damage disclaimers terms set forth in the Master Platform Terms. TT expressly does not represent the accuracy of the Hardware Validators, the percentage of Riders that will have location tracking in connection with the Hardware Validators enabled or that they will function at all



times. Agency acknowledges that its use of any Hardware Validator and the Hardware Validation Service is “As Is” without any representations, warranties or conditions of any kind, whether legal, express or implied, arising from statute, course of dealing, usage of trade or otherwise. Agency additionally agrees to defend, indemnify and hold TT harmless from and against any us of Agency Provided Hardware Validators.

5.2 Rider Data. The Parties’ confidentiality and data privacy obligations, including Agency’s obligations pertaining to TT Rider Data apply to this Hardware Validation Service Addendum. All data that TT makes available to Agency is TT Rider Data. Agency shall at all times use “TT Rider Data” in accordance with Laws and TT’s then current privacy policy (unless contrary to Laws). Agency, and not TT, shall be responsible for ensuring that Agency’s use of the Hardware Validator as described herein complies with all Laws. Nothing in this Hardware Validation Service Addendum obligates TT, and TT does not intend, to provide Personal Information of Riders or other TT customers hereunder, but only aggregated and/or anonymized data. In no event shall Agency directly or indirectly link (or attempt to link) TT Rider Data or aggregated or anonymized data obtained from the Hardware Validator or Hardware Validation Service data with any data so as to re-identify any Rider.



Schedule 1: Data Flow for the Hardware Validation Service

1. Rider creates TT account directly with TT or with a third party integrator.
 - a. Rider agrees to TT's Terms and is presented with TT's privacy notice.
2. Rider chooses a Pass using their preferred application. The Pass is recorded in the Token Transit Service.
3. Rider seeks to redeem the Pass. To redeem, the Rider must have a validatable Token Transit Pass and interact with a Hardware Validator on the Agency's vehicle.
 - a. When the Rider seeks to validate a Pass, TT checks the Pass against the record in the Token Transit Service. The Rider may ride if their Pass is valid.
 - b. The rider is required to present Fare Media containing a valid Pass to the Hardware Validator to pass Validation Information to Agency.
4. There are some circumstances in which TT cannot pass Validation Information to Agency.
 - a. If Agency did not provide GTFS data, TT will not send Validation Information.
 - b. If the Hardware Validator does not have an internet connection, TT will not send Validation Information.

“Validation Information” means the following data elements.

- Timestamp
 - Validation_timestamp - when the validation occurred
- Location of stop nearest validation
- Vehicle_number - This is the vehicle number Agency gives TT in Agency's validator/bus mapping spreadsheet
- IDs that are associated with GTFS-realtime
 - Stop_code/Stop_id – The ID of the Agency's transit stops, which come from Agency's GTFS feeds.
 - Trip_id - The ID of that trip made by Agency's vehicle, which comes from Agency's GTFS feed. For example: "Bus 123 on route 1 on Tuesday at 8:00a" would be a trip and have its own ID. This is sometimes called a “run number”.
 - Route_id – Agency's route name (typically a number) in Agency's GTFS feed as customers refer to that specific route.
- User IDs
 - User ID - A unique Rider ID that is associated with the Rider's actions.
 - Pass ID - A unique pass ID that is associated with a specific validation of the Rider's Pass.
- IDs associated with Fares
 - Fare_id - The type of Pass used.
 - Distribution - This field is to tell if a Pass is part of a pass program and will be left blank if not part of a pass program.
 - Distribution_code - This field has the ID number used to register for a pass program and will be left blank if not part of a pass program.



Token Transit

Token Transit
2261 Market Street STE 5999
San Francisco, CA 94114
415-918-6770

Quote

Submitted on 6/28/24

Token Transit Contact

Zack Browne
zachary@tokentransit.com
608-770-5514

Project Name

Token Transit Fare Collection

Quote for

Token Transit Validator &
Validator Software

To:

RTC Washoe

Project Term Length

1 Year

Quote Valid Until

August 30, 2024

Description	Unit Price (USD)	Qty	Years	Total price
Hardware Validator (One-time cost)*				
Total units for existing fleet (56 ACCESS and 68 Fixed Route)	\$2,000.00	124	1	\$248,000.00
10% spares + 1 testing unit	\$2,000.00	13	1	\$26,000.00
Flat surface cradle mount & power cord for testing unit	\$500.00	1	1	\$500.00
* Includes 5 year warranty & mounting kit		-	-	-
Hardware Installation (One-time cost)				
On-site survey	Included	-	-	-
On-site installation	Included	-	-	-
Custom mounting hardware	Included	-	-	-
Hardware Validation Service (Annual recurring cost)				
Validator software: Software that supports scanning & data collection	Included	-	-	-
Validator data reporting software ("Back Office"): data dashboards on validated fares, including data on fare type, fare ID, rider type, service type, pass viability	Included	-	-	-
Validator management software ("Back Office"): Validator management and monitoring dashboard	Included	-	-	-
Customer success: project management of validator installation, onboarding, and other agency-focused support	Included	-	-	-

Total

\$429,500.00

FTA REQUIRED CLAUSES

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this Agreement, and any other prior or subsequent amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the Regional Transportation Commission of Washoe County (RTC), and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this Agreement must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this Agreement are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(I) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- 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 the Agreement. Upon execution of the Agreement, 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 to the Agreement or the FTA assisted project for which the 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. § 5323(I)(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. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.

D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

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

6 - CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract

financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs:

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency:

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

7 - INCORPORATION OF 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, and FTA's Master Agreement, 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 the RTC to be in violation of the FTA terms and conditions.

8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

9 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]

Contractor is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (28), Section 39(b)]

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify RTC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which RTC is located. Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify RTC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which RTC is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, agent, or Third Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

11 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget “Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted award;
2. Suspended from participation in any federally assisted award;
3. Proposed for debarment from participation in any federally assisted award;
4. Declared ineligible to participate in any federally assisted award;
5. Voluntarily excluded from participation in any federally assisted award; or
6. Disqualified from participation in any federally assisted award.

- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.
- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

12 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." 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 the RTC.

13 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

14 - CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- 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 RTC and understands and acknowledges that the RTC 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 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- 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 RTC and understands and agrees that the RTC 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.

16 - CARGO PREFERENCE [46 U.S.C. § 55305; 46 C.F.R. part 381]

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the Agreement, the Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately from dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside of 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 subsection A above to the RTC (through the Contractor in case of a subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- C. To include these requirements in all subcontracts issued pursuant to the Agreement which may involve the transport of equipment, materials, or commodities by ocean vessel.

17 - GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

If the work or related activity directly or indirectly involves spatial data, or geographic information systems, Contractor shall follow U.S. Office of Management and Budget Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. Office of Management and Budget Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

SAMPLE

REQUIRED FEDERAL CERTIFICATIONS

SAMPLE

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation));
2. That the attached Bid or Bids has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Invitation for Bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: _____

Signed: _____

Print: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, _____ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20 that: The undersigned Contractor certifies, to the best of his or her knowledge and belief,

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official: _____

Name and Title of Contractor’s Authorized Official: _____

Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 5.1.

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Planning Manager

SUBJECT: 2050 Regional Transportation Plan, Amendment No. 3

RECOMMENDED ACTION

Conduct a public hearing regarding approval of Amendment No. 3 to the 2050 Regional Transportation Plan (RTP); adopt a resolution approving Amendment No. 3 to the 2050 Regional Transportation Plan (RTP).

BACKGROUND AND DISCUSSION

RTC staff is proposing Amendment No. 3 to the 2050 RTP to change the project schedule for a project led by the Nevada Department of Transportation (NDOT). The project operational and capacity improvements to I-80 between Vista Boulevard and USA Parkway is being updated to reflect the new construction schedule. Although the project will still fall within the RTP's 2031 – 2050 project time period, the model year for the project is required to mirror the change in schedule from 2050 to 2040.

An air quality conformity analysis for the proposed RTP amendment is required as the project is a capacity project and is therefore not exempt from transportation conformity requirements. An air quality conformity analysis was conducted as a part of the RTP amendment process. Emissions were estimated using EPA's MOVES4 model and compared with the Motor Vehicle Emission Budgets. The air quality conformity analysis report was updated to reflect the change and included in the RTP amendment. Based on existing and planned commitments, the air quality analysis demonstrates that the required air quality conformity determination can be made. The RTP is shown to be in conformance with federal air quality regulations. The Interagency Air Quality Consultation Group met on June 18, 2024 and subsequently recommended approval of the air quality analysis.

A public comment period (June 26, 2024 – July 16, 2024) preceded this public hearing. The draft documents were posted on the agency website, and a notice was published in the Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

The Technical Advisory Committee (TAC) and the Citizens Multimodal Advisory Committee (CMAC) met on July 8th and 10th, 2024, respectively, with TAC recommending approval of the amendment. The CMAC received a presentation on the RTP Amendment #3, where they discussed regional transit connector options to the TRI Center, a transit-first approach, external partnerships, and safety on I-80.

FISCAL IMPACT

Funding for the project cost estimates in the proposed amendment has been budgeted based on anticipated federal, state, and local revenue sources.

PREVIOUS BOARD ACTION

- 01/19/2024 Approved resolution adopting Amendment No. 2 to the 2050 RTP.
- 01/20/2023 Approved resolution adopting Amendment No. 1 to the 2050 RTP.
- 03/19/2021 Approved resolution adopting the 2050 RTP.

RESOLUTION 24-09

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 3 TO THE 2050 REGIONAL TRANSPORTATION PLAN (RTP) FOR THE RENO-SPARKS URBANIZED AREA.

WHEREAS, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Plan (RTP) by the Metropolitan Planning Organization (MPO); and

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) has been designated as the Metropolitan Planning Organization (MPO) for the Reno-Sparks Urbanized Area of Washoe County; and

WHEREAS, RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process and in conformance with all applicable federal requirements, has prepared Amendment No. 3 to the 2050 Regional Transportation Plan (RTP); and

WHEREAS, RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this amendment to the 2050 Regional Transportation Plan conforms with the intent of the State Air Quality Implementation Plan; and,

WHEREAS, RTC finds that Amendment No. 3 to the 2050 Regional Transportation Plan has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY that the Regional Transportation Commission does hereby adopt and endorse the 2050 Regional Transportation Plan.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on July 19, 2024.

Ed Lawson, Chair
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 6.1.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: 83rd Session of the Nevada Legislature Discussion

RECOMMENDED ACTION

Discuss and provide potential direction to staff regarding any legislative measures to be considered by the 83rd Session of the Nevada Legislature (2025).

BACKGROUND AND DISCUSSION

Michael Hillerby of Kaempfer Crowell, Ltd., is RTC's government affairs representative to the Nevada Legislature and will present legislative measures and issues of interest to the Board that may be considered during the 83rd Session of the Nevada Legislature.

FISCAL IMPACT

Funding for this item is included in the approved FY 2025 budget, and there is no additional cost to this item.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 6.2.

To: Regional Transportation Commission

From: Amanda Callegari, Engineering Manager

**SUBJECT: Arlington Avenue Bridges Project - Construction Manager-at-Risk (CMAR)
Construction Contract**

RECOMMENDED ACTION

Approve a Construction Manager-at-Risk (CMAR) contract with Granite Construction Company for the construction of the Arlington Avenue Bridges Project for a Guaranteed Maximum Price of \$32,340,102.

BACKGROUND AND DISCUSSION

On June 16, 2023, the RTC Board authorized RTC staff to pursue efforts to deliver the Arlington Avenue Bridges Project (“Project”) using the Construction Manager-at-Risk (CMAR) project delivery method.

The CMAR delivery method involves procuring a general contractor with specialized experience to serve as a construction manager who assists the RTC in designing the Project during the pre-construction phase, and then constructing the Project if a construction price, as validated by an Independent Cost Estimator (ICE), is agreed upon by the contractor and the RTC. If those efforts are successful, RTC and the general contractor would then enter into a construction services agreement under which the general contractor would construct the project. The CMAR delivery method is statutorily authorized in NRS 338.1685 et seq., and federal law and regulations.

RTC issued “RTC 23-15 Request for Proposal (RFP)” on August 9, 2023. RTC received proposals to perform pre-construction services from the following firms: Ames Construction, Granite Construction Company, and Q&D Construction. Granite Construction Company (“Granite”) was selected as the highest-ranked construction manager. The RTC Board approved the contract with Granite for CMAR pre-construction services at the October 2023 RTC Board Meeting.

Throughout the pre-construction phase, Granite independently reviewed the plans, specifications, and quantities at various design stages. Risk and innovation workshops were held to identify and mitigate risks while implementing innovations with the overall goal of reducing project cost, improving delivery schedule, and enhancing quality. Several resolution meetings were then held to clarify quantities and type of work required to ensure that estimates were being prepared using the same assumptions. Estimates for

level of effort and types of materials and methods were reviewed and discussed. The estimates were then modified to reflect agreement on pricing assumptions.

Some of the innovations that were implemented through the CMAR process include using precast concrete elements, changing the footings from drilled shafts to spread footings, and redesign of drainage culverts. Implementation of these proposed innovations accelerated the proposed construction schedule, reduced construction costs, and mitigated risks associated with noise impacts, complications associated with construction of drilled shafts, and uncertainties that accompany multiple in-river work seasons.

The project team completed the final design and pre-construction phase in June 2024. Upon completion, Granite developed a final construction price proposal for review by the RTC and the Project's independent cost estimator (ICE). RTC staff evaluated Granite's GMP submission and found the bid to be reasonable and in-range of the ICE's bid as well as the Engineer's Estimate.

In accordance with NRS 338.1696, the pricing methodology negotiated by the parties for the construction work is a "Guaranteed Maximum Price" of \$32,340,102.00 consisting of the cost of the work, a CMAR fee, a risk register account, and an owner contingency amount. The cost of the work is \$25,102,021.00 and the CMAR fee is \$4,173,076.00, which includes profit and overhead. The risk reserve account of \$3,065,005.00 provides a maximum amount of funds that Granite can access if specifically identified events occur; the risk reserve account may or may not need to be expended depending on the occurrence or non-occurrence of those events.

At the conclusion of the negotiations, the difference between Granite's final proposal for the cost of work and CMAR fee was roughly 5.2% higher than the ICE's estimate. RTC staff has concluded that the Guaranteed Maximum Price is fair and reasonable because of the challenges and risks involved with construction of the project, and Granite's proposed strategy to complete the in-water work within one in-river season.

Any costs of the project in excess of the Guaranteed Maximum Price are the responsibility of Granite unless the cost increase qualifies as a "Compensable Delay" or "Compensable Event" under the terms of the contract and meets the criteria for a Change Order in the contract.

Upon approval of this contract, Granite will begin procurement of materials with an estimated construction notice to proceed in early May 2025 and anticipated construction completion in June 2026.

FISCAL IMPACT

The Project is funded using Federal and Local Fuel Tax funds. \$2,000,000 in Federal Congressional Directed Funds with a (95/5) local match requirement, \$7,000,000 in Federal RAISE Grant funds Local with a (60/40) local match requirement, \$5,900,000 in Federal Surface Transportation Block Grant (STGB) funds with a (95/5) local match requirement and Local Fuel Tax funds for this project is included in the approved FY 2024 and FY 2025 budget.

PREVIOUS BOARD ACTION

- 11/17/2022 Acknowledged receipt of a report regarding the Arlington Avenue Bridges Replacement Project.
- 6/16/2023 Authorized staff to pursue efforts to deliver the Arlington Avenue Bridges Project using the Construction Manager at Risk (CMAR) project delivery method, on a parallel path with planned and ongoing efforts to use the Design-Bid-Build project delivery method.
- 10/20/2023 Approved a contract with Innovative Contracting and Engineering LLC for independent cost estimating services related to the Arlington Avenue Bridges Construction Manager at Risk (CMAR) Project, in an amount not-to-exceed \$249,377.
- 10/20/2023 Approved Amendment No. 1 to the contract with Avenue Consultants, Inc., for professional services and program management of the Construction Manager at Risk (CMAR) pre-construction process for the Arlington Avenue Bridge Replacement Project, in an amount not-to-exceed \$291,445.45 for a new total not-to-exceed amount of \$352,419.45.
- 10/20/2023 Approved a contract with Granite Construction Inc., for Construction Manager at Risk (CMAR) pre-construction services for the Arlington Avenue Bridges Project, in an amount not-to-exceed \$449,980.60.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

CONSTRUCTION CONTRACT
for the
ARLINGTON AVENUE BRIDGES PROJECT

between

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

and

GRANITE CONSTRUCTION COMPANY

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Exhibit C:	Detailed Cost of the Work, Schedule of Values, and TRO Rates
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Exhibit F:	Subcontracting Plan
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Exhibit I:	Indemnification and Insurance Requirements
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	<ul style="list-style-type: none"> • Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)" – Revised October 23, 2023 • Appendix A of Department of Transportation Order 1050.2A • Appendix E of Department of Transportation Order 1050.2A • ADDITIONAL CONTRACT PROVISIONS – SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

- STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)
- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- ADDITIONAL CONTRACT PROVISIONS – EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions
- ADDITIONAL CONTRACT PROVISION – DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID HIGHWAY CONSTRUCTION
- Buy America and Build America, Buy America Requirements
- Standardized Changed Condition Clauses
- Prompt Payment and Retainage Clause
- Required Postings and Notices
- Prosecution and Progress

Exhibit K: Certifications and Affidavits

- Form IC - Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion
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- Form NC - Affidavit of Non-Collusion
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Exhibit L: Davis-Bacon Wage Rates and Nevada Prevailing Wage Rates

CONSTRUCTION CONTRACT

This agreement (this "Agreement") is entered into this ____ day of _____ 2024, by and between the Regional Transportation Commission of Washoe County ("RTC") and Granite Construction Company ("Contractor"), a company authorized to do business in Nevada, for the construction of the Arlington Avenue Bridges Project (the "Project").

WHEREAS, the RTC conducted a competitive procurement process in accordance with Nevada State law pursuant to Request for Proposals (RFP) RTC # ____ to select a contractor to provide Construction Manager at Risk/General Contractor services for the pre-construction and construction phases of the Project.

WHEREAS, the Contractor was determined to be the highest ranked proposer in that competitive procurement process and was selected to provide pre-construction services.

WHEREAS, the RTC and the Contractor entered into a Pre-Construction Services Agreement on October __, 2023, which established the terms, conditions, and scope of work for the pre-construction services and also provided that the Contractor may perform the construction work on the Project if the RTC and the Contractor were able to agree subsequently upon the construction price for that construction work and other contract terms and conditions.

WHEREAS, in accordance with the terms of the Pre-construction Services Agreement and applicable State law, the RTC and the Contractor have now negotiated and agreed upon a construction price for the construction work and the other terms and conditions to apply to that work.

NOW, THEREFORE, the RTC and the Contractor mutually agree as follows:

SEC. 1. DEFINITIONS

As used in this Agreement:

Acceptance or Accepted. The term “Acceptance” and “Accepted” means written notice from the RTC indicating that a particular Contractor submittal, plan, or element of the Work appears to comply with the Contract Documents. Acceptance shall not (1) shift any risk to the RTC or relieve the Contractor of its obligations or liabilities under the Contract Documents; (2) be construed as a waiver by the RTC of any non-compliance or breach by the Contractor; or (3) be construed as a warranty by the RTC that the Contractor’s methods will succeed or will be the most efficient or economical method of accomplishing the Work.

Agreement or Construction Contract. The terms “Agreement” and “Construction Contract” mean this Construction Contract for the Project and the Work.

Change. The term “Change” means an alteration, modification, deletion or addition to the Work, this Agreement or the other Contract Documents.

Change Notice. The term “Change Notice” means a notice from RTC to the Contractor describing a proposed Change, as further described in this Agreement.

Change Order. The term “Change Order” means a written order issued by the RTC that directs a Change to the Work or to the Contract Documents.

Changed Work. The term “Changed Work” means a specific element of the Work that is the subject of a Change.

CMAR Fee. The term “CMAR Fee” means the compensation to the Contractor, as applicable, in amounts equal to profit of 12% of the Cost of the Work that is self-performed by the Contractor; profit of 6% of the Cost of the Work that is performed by Subcontractors; and 6% of the Cost of the Work for general and administrative costs, home, branch and regional office overhead (including support staff).

Compensable Delay. The term “Compensable Delay” means an Excusable Delay for which the Contractor is entitled to an equitable adjustment in the Construction Price and Contract Time, as further described in Section 14.

Compensable Event. The term “Compensable Event” means an action or event for which the Contractor is entitled to an equitable adjustment in Construction Price but not Contract Time, as further described in Section 14.

Completion Deadlines. The term “Completion Deadlines” means the dates established in Section 5 for Substantial Completion, Punch List Completion, and Final Acceptance, as the case may be.

Construction Price. The term “Construction Price” means the total not-to-exceed amount, as agreed upon by the Parties, that will potentially be paid by the RTC to the Contractor for the completion of the Work, as set forth in Section 6. The Construction Price is the sum of the Cost of the Work, the CMAR Fee, and the Risk Register Account, and constitutes a Guaranteed Maximum Price (GMP).

Contract Documents. The term “Contract Documents” means the entire set of terms, conditions, and requirements that collectively constitute the obligations of the Contractor in the performance of the Work, specifically including the following documents and materials, set forth hereafter in their order of precedence:

1. This Agreement
2. The Exhibits to this Agreement
3. The Special Provisions
4. The Special Technical Specifications
5. The Supplemental General Provisions
6. NDOT Standard Specifications for Road and Bridge Construction (2014)
7. The Plans
8. Standard Specifications for Public Works Construction (SSPWC) (2012)
9. NDOT Standard Plans for Road and Bridge Construction (2022)
10. The Pre-Construction Services Agreement

Contract Time. The term “Contract Time” means the total number of Working Days, commencing on date specified in NTP#2, that the Contractor is allowed to achieve Substantial Completion of the Work.

Contractor. The term “Contractor” means Granite Construction Company.

Cost of the Work. The term “Cost of the Work” means the price for time, materials, and related costs of the Work described in Exhibit C hereto.

CPM Schedule. The term “CPM Schedule” means the Contractor’s cost loaded construction schedule that includes the planned sequence of activities showing the interrelationships and dependencies of the elements that comprise the Work, i.e., individual tasks, number of days required to perform each task, and their logical relationship to complete the Work within the Contract Time. The CPM Schedule includes the entire time for the Project, from Notice to Proceed through the Completion Deadlines. The CPM Schedule is attached as Exhibit A.

Day or Days. The terms “Day” or “Days” means calendar days, unless otherwise specifically noted as “Working Days”.

DBE Performance Plan. The term “DBE Performance Plan” means the Contractor’s plan to meet the disadvantaged business enterprise (DBE) goals and requirements for the construction of the Project, attached as Exhibit G.

Deficient and Deficiency. The terms “Deficient” and “Deficiency” mean any defect, unapproved deviation, omission, or other problem, relating to materials, workmanship, or construction, that results in the Work (or a specified portion thereof) not complying with the Contract Documents.

Differing Site Conditions. The term “Differing Site Conditions” means sub-surface and/or latent conditions encountered at the Worksite which differ materially from those shown on the Plans or ordinarily encountered in the area of the Project.

Excusable Delay. The term “Excusable Delay” means an act or event that causes an identifiable and measurable delay or disruption in the CPM Schedule and serves as the basis for an extension in Contract Time, as further described in Section 14.

FHWA. The term “FHWA” means the Federal Highway Administration.

Final Acceptance. The term “Final Acceptance” means written notice from the RTC accepting the Work and determining that all required tasks and elements of the Work have been completed

in compliance with the requirements and standards in the Contract Documents, as evidenced in the Notice of Completion issued by the RTC.

Float. The term “Float” means the difference between the early completion time and the late completion time for an activity on the CPM Schedule. Neither the Contractor nor the RTC shall own the Float or any activity or group of activities in the schedule.

Force Majeure. The term “Force Majeure” means an extraordinary and unforeseen event or circumstance that is beyond the control of the Contractor, not due to any act or omission by the Contractor, and could not have been avoided by the exercise of due diligence by the Contractor, including but not limited to war, riot, crime or criminal acts, terrorism, epidemic, weather, labor disturbances, acts of a public enemy (foreign or domestic), or an event described by the legal term “act of God” (i.e., flood, tornadoes, earthquakes, volcanic eruption, discovery of a threatened or endangered species, or other unforeseeable conditions of nature), that prevents the Contractor from fulfilling its obligations under this Agreement.

Goods. The term “Goods” means equipment, materials, and products incorporated into or necessary to perform the Work, or otherwise furnished by the Contractor in accordance with the Contract Documents.

Governing Body of the RTC. The term “Governing Body of the RTC” or “RTC Governing Body” refers to the elected representatives of the entities of Washoe County, Nevada, and the Cities of Reno and Sparks, Nevada, who make up the voting membership of the RTC.

Guaranteed Maximum Price (GMP). The term “Guaranteed Maximum Price (GMP)” means the maximum amount agreed upon by the RTC and the Contractor for performance of all of the Work, absent Change Orders. The Contractor will be compensated for the agreed upon costs of the work, plus a fee, subject to a ceiling price, as authorized in NRS 338.1696.

Hazardous Material. The term “Hazardous Material” means any substance, product, waste, or other material, such as hydrocarbon products or asbestos, that is defined as “hazardous material”, “hazardous substances”, or “hazardous waste” under any applicable Federal or State statute or regulation.

Key Personnel. The term “Key Personnel” means the Contractor’s personnel identified in Exhibit E.

NDOT. The term “NDOT” means the Nevada Department of Transportation.

Notice of Completion. The term “Notice of Completion” means the notice from the RTC to the Contractor reflecting the RTC’s determination that the requirements for Final Acceptance have been satisfied, as further described in this Agreement.

Notice to Proceed (NTP). The terms “Notice to Proceed (NTP)” means written notice from the RTC to the Contractor authorizing and directing the Contractor to proceed with the Work (or a specific portion thereof) under this Agreement, as further described in Section 2.

Parties. The term “Parties” means the RTC and the Contractor.

Plans. The term “Plans” means the plans, profiles, design drawings, diagrams and design specifications which describe and delineate the standards and criteria for the Work.

Pre-construction Services Agreement. The term “Pre-construction Services Agreement” means the agreement between the RTC and the Contractor for the Pre-construction Services.

Pre-construction Services. The terms “Pre-construction Services” means the services performed by the Contractor during the pre-construction phase of the Project pursuant to the Pre-construction Services Agreement

Project. The term “Project” means the Arlington Avenue Bridges Project.

Public Work. The term “Public Work” has the meaning given that term in NRS 388.010.

Punch List. The term “Punch List” means the list of items, as established by the RTC, which remain to be completed after Substantial Completion and constitute a condition on Final Acceptance. Punch List items are generally limited to minor incidental items of Work that must be completed as a condition of meeting all Agreement requirements, but have no adverse impact on safety, use, or operability of the Project.

Punch List Completion. The term “Punch List Completion” means the completion of all Punch List items established at Substantial Completion as pre-requisitions to Final Acceptance of the Work.

Request for Change (RFC). The terms “Request for Change” and “RFC” mean Contractor requested Changes, as further described in this Agreement.

Risk Register Account. The term “Risk Register Account” means the sum of all costs plus approved mark-up associated with each Risk Register Event listed in Exhibit D as administered in accordance with Section 6(D).

Risk Register Events. The term “Risk Register Event” means the events, occurrences, or other items listed in Exhibit D hereto that may be the basis for a payment from the Risk Register Account as either “Risk Reserve – Provisional” items or “Risk Reserve” items.

RTC Construction Engineering Service Provider. The term “RTC Construction Engineering Service Provider” means RTC’s construction engineering consultant that is responsible for construction engineering and inspection of the Project.

RTC Executive Director. The term “RTC Executive Director” means the Executive Director of the RTC or the person designated in writing by the RTC Executive Director to carry out his or her duties under this Contract.

RTC Project Manager. The term “RTC Project Manager” means the individual designated by the RTC Executive Director to oversee the Work and administer the RTC’s responsibilities under this Agreement.

State. The term “State” means the State of Nevada.

Subcontractor. The term “Subcontractor” means any person or entity that is performing a portion of the Work under an agreement with the Contractor, and includes subcontractors at any tier.

Subcontracting Plan. The term “Subcontracting Plan” means the Contractor’s plan setting forth the program that the Contractor will follow in establishing the bid/proposal packages, establishing pre-qualification requirements, qualifying subcontractors, and selecting Subcontractors for the construction of the Project, attached as Exhibit F.

Substantial Completion. The term “Substantial Completion” means completion of the Work (other than Punch List items) to the point at which the Project can be safely and effectively used by the public without further delays, disruption, or other impediments.

Supplier. The term “Supplier” means a person that supplies equipment, materials, or other Goods to the Contractor or a Subcontractor for the Project, but does not include a person who only transports or delivers Goods or other materials to the Site.

Time Related Overhead and TRO. The terms “Time Related Overhead” and “TRO” mean Project office costs, Key Personnel, on-Site construction supervisory staff, on-Site administrative staff, and other specifically enumerated indirect and overhead costs associated with the time to perform the Work that are not included in the direct Cost of the Work in Exhibit C or in the CMAR Fee. TRO rates are set forth in Exhibit C.

Third Party. The term “Third Party” means the City of Reno, Washoe County, and any other government entity that enters into an agreement with the RTC relating to the Project or that has an approval role or other jurisdiction over any element of the Work.

Work. The term “Work” means all of the administrative, professional, management, construction, capital improvement, services, and other duties and obligations to be furnished and provided by the Contractor for the Project, including all labor, Goods, materials, and equipment necessary to perform such Work in accordance with all requirements in this Agreement and the other Contract Documents.

Working Day. The term “Working Day” means a calendar day on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for the major part of the day (at least five (5) hours) with the normal working force engaged in performing the controlling item or items of Work which would be in progress at that time, exclusive, however, of Saturdays, Sundays, State recognized holidays, and any day that is incumbent upon the Contractor, by means of a labor agreement, to observe as a holiday. However, if the Contractor elects to work on such days, those days will be considered as a Working Day, unless the Contractor, with advance notice to the RTC, elects to work on such a day to recover schedule and not treat it as a Working Day.

Working Day Calendar. The term “Working Day Calendar” means the calendar of Working Days available to the Contractor within which the Contractor must achieve Substantial Completion of the Work. The Working Day Calendar is attached as Exhibit B.

Worksite and Site. The terms “Worksite” and “Site” mean the area described in the Contract Documents for the performance of the Work, and includes (1) areas used as laydown and staging areas for the Project; (2) areas used for the storage of Project goods and materials; (3) field or Project office sites; and (4) vehicles used on the Site or for travel to and from the Site.

SEC. 2. NOTICE OF AWARD AND NOTICE TO PROCEED

A. Notice of Award. After this Agreement is approved by the RTC Governing Body, the RTC will issue a Notice of Award to the Contractor, conditioned and contingent upon Contractor's submittal, and RTC's Acceptance, of the following (most of which RTC should already have received at the time of the Notice of Award):

- (1) The Proprietary Pricing Documents required under Section 25;
- (2) The CPM Schedule required under Section 5;
- (3) The certificates of insurance required under Section 10;
- (4) The Performance Bond required under Section 11(A);
- (5) The Labor and Materials Payment Bond required under Section 11(B); and
- (6) An executed copy of this Agreement.

B. Notice to Proceed.

(1) NTP#1 - Permitting. Following the RTC's issuance of the Notice of Award under Subsection A, the RTC will issue NTP#1. Upon receipt of NTP#1, the Contractor shall commence the activities required to obtain the permits necessary to perform the Work, together with other associated early activities.

(2) NTP#2 – Construction. Following the receipt of all permits necessary for the Work, the RTC will issue NTP#2. Upon receipt of NTP#2, the Contractor shall commence the construction Work and take all steps reasonably necessary to achieve the Completion Deadlines.

(3) Limitation. The Contractor may not commence any Work prior to issuance and receipt of a Notice to Proceed. In the Notice to Proceed, the RTC may identify certain elements or portions of the Work where initiation of activities may be limited or deferred.

C. RTC Project Manager. The RTC Executive Director will identify the RTC Project Manager, the RTC Construction Engineering Service Provider, and the primary consultant firms responsible for construction/project management services. The RTC Executive Director reserves the right to change the RTC Project Manager during the course of this agreement. The RTC Project Manager will be responsible for the supervision, direction, control, and approval of the Work under this Agreement, except to the extent that the RTC Executive Director assigns specific

responsibilities to the RTC Construction Engineering Service Provider and provides the Contractor with prior written notice thereof. The Contractor shall not take any action on the basis of direction from any RTC employee or agent other than the RTC Project Manager or the RTC Construction Engineering Service Provider, acting within the scope of their respective authority, and if the Contractor does take any such action it shall proceed at its own risk and expense.

SEC. 3. SCOPE OF WORK

The Contractor shall furnish all the Goods, materials, appliances, tools, and labor of every kind required, and shall construct, perform, and complete in the most substantial and skillful manner, all the Work on or before the Completion Deadlines in Section 5, for the Construction Price set forth in Section 6, and in accordance with all other requirements in this Agreement and the other Contract Documents.

SEC. 4. COMPLIANCE WITH CONTRACT DOCUMENTS; PROJECT MEETINGS

A. Requirements for the Work. All Work of the Contractor shall be performed and completed in accordance with this Agreement and the other Contract Documents.

B. Project Meetings. The RTC and the Contractor shall conduct regular Project meetings, on a weekly basis, in accordance with the Contract Documents. The meetings shall be attended by the Contractor's Key Personnel and by other Contractor personnel as appropriate and directed by the RTC. The meetings shall address current Project issues and shall include a review and update of the Contractor's progress in meeting the CPM Schedule. The RTC or its consultant shall prepare minutes of all Project meetings and submit them to the Contractor. The Contractor shall review the minutes and provide any suggested clarifications or revisions.

C. Conflicts, Ambiguities, Errors or Omissions in Contract Documents. The Contractor agrees that it has reviewed and accepted the Contract Documents as complete and that it has no right to (1) any Change Orders for schedule relief, extra work or other costs of any kind whatsoever (including, without limitation, direct and indirect costs, delay and disruption damages, overhead, profit or mark-up) incurred as a result of or relating to conflicts, ambiguities, errors or omissions in the Contract Documents or in Subcontractor bid packages, or (2) any Change Orders arising from a Subcontractor's performance. The cost of extra work resulting from conflicts, ambiguities, errors or omissions in the Contract Documents or in the Subcontractor bid packages or arising from a Subcontractor's performance shall be at the Contractor's sole expense and shall be paid by the Contractor without reimbursement by the RTC.

1. Required Actions of Contractor. In any case in which the Contractor believes there is an ambiguity in the Contract Documents, the Contractor shall immediately submit that matter to the RTC's Project Manager who will clarify or adjust the same, in his or her reasonable discretion, and his or her decision in relation thereto will be final and conclusive upon the Parties.

2. Determinations by the RTC. If at any time the RTC Project Manager determines that an inconsistency or conflict exists in the Contract Documents, including inconsistencies relating to construction materials or use of equipment, the RTC Project Manager will determine the controlling requirements and instruct the Contractor to comply with such requirements. Promptly following receipt of such instructions, the Contractor shall submit its plan for compliance to the RTC Project Manager.

3. Disputes. In the event that the Contractor disagrees with the RTC Project Manager's determination under this Subsection, the Contractor shall have the right to submit the issue to issue/dispute resolution under Section 23, but shall in all cases proceed with the Work in compliance with the RTC Project Manager's determination and instructions pending resolution of the dispute.

SEC. 5. PROJECT SCHEDULE

A. Contract Time. Time is of the essence in this Agreement. Contract Time shall commence on the date specified in NTP#2. The Contractor agrees to commence Work promptly, and to perform Work diligently and in a timely manner in accordance with the CPM Schedule, as Accepted by the RTC, and to complete the Work in accordance with each of the Completion Deadlines. The Contractor shall not perform any Work prior to receipt of the Notice to Proceed.

B. CPM Schedule. By the time specified in Subsection A, the Contractor shall prepare and submit to the RTC, for its review and Acceptance, the CPM Schedule required under this Agreement and the other Contract Documents. The CPM Schedule shall (1) indicate planned milestone dates for completing all tasks required for the Work; (2) include delivery dates for all required Contractor plans, programs, and other deliverables; and (3) provide dates for the RTC inspections and Acceptances. Following the RTC's Acceptance of the CPM Schedule, the Contractor shall submit monthly reports to the RTC, which shall include a comparison of the actual schedule to the CPM Schedule. The CPM Schedule, as Accepted by the RTC, is a binding part

of this Agreement, and will become Exhibit A hereto. The RTC's Acceptance of the CPM Schedule shall not operate to modify any of the Completion Deadlines.

C. Completion Deadlines. The Contractor shall carry out and complete the Work in accordance with the following Completion Deadlines:

(1) Substantial Completion Deadline. The Contractor shall achieve Substantial Completion of the Work within two-hundred thirteen (213) Working Days from the issuance of the Notice to Proceed pursuant to the Working Day Schedule.

(2) Punch List Completion Deadline. Following Substantial Completion, the Contractor shall complete all the items on the applicable Punch List and achieve Punch List Completion within thirty (30) Working Days after the date on which Substantial Completion occurs.

(3) Final Acceptance Deadline. The Contractor shall achieve Final Acceptance thirty (30) Days after the date on which Punch List Completion of the Project occurs.

D. Changes to CPM Schedule. Following the RTC's Acceptance of the CPM Schedule, no changes to the CPM Schedule may be made without the Acceptance of the RTC. If any requested change to the CPM Schedule is not Accepted by the RTC, the Contractor acknowledges that the CPM Schedule shall be maintained.

E. Delays.

(1) Notice Requirement. When the Contractor has knowledge that any actual or potential situation will delay or threaten to delay the timely performance of the Work in accordance with the CPM Schedule, the Contractor shall, within five (5) Days, give written notice thereof to the RTC, including all relevant information concerning the actual or potential delay.

(2) Recovery Schedule. If the delay noticed under Paragraph (1) may delay the completion of the Work by the Completion Deadlines, then the Contractor shall, within ten (10) Days after its delay notice, prepare and submit to the RTC, for its review and approval, a Recovery Schedule demonstrating the Contractor's proposed plan for regaining lost time, minimizing the impact of delay events, and achieving the original CPM Schedule milestones to the maximum extent feasible. Upon RTC Acceptance of the Recovery Schedule, the Contractor shall incorporate such schedule into a revised CPM Schedule and deliver it to the RTC.

F. **Extensions in Time.** In the event of an Excusable Delay, the time for the performance of the Work may be extended by a Change Order issued in accordance with this Agreement, or by a written amendment to this Agreement. Except for Excusable Delays and/or Compensable Delays, the RTC shall have no obligation to extend a Completion Deadline and the Contractor shall not be relieved from its obligation to meet all Completion Deadlines.

SEC. 6. CONSTRUCTION PRICE

A. **Agreement on Construction Price.** The RTC and the Contractor have agreed upon a Construction Price for completion of all elements of the Work in a total amount not-to-exceed \$XX. The Construction Price is a Guaranteed Maximum Price (GMP), which consists of the following: (1) the Cost of the Work in the amount of \$XX plus the CMAR Fee in the amount of \$XX, for a total lump sum amount of \$XX; and (2) a Risk Register Account in the amount of \$XX.

B. **Key Principles of Construction Price.** The key principles governing Construction Price are as follows:

(1) **Nature of Price.** The Construction Price set forth in Subsection A is the maximum amount payable to the Contractor for the Work, absent the issuance of a Change Order in accordance with this Agreement. However, the Contractor is not guaranteed payment of the full amount of the Construction Price. The amount actually paid to the Contractor may be lower than the Construction Price due to factors such as (a) the total amount in the Risk Register Account is not needed; or (b) the price is reduced through deductive Change Orders.

(2) **CMAR Fee.** The amount reimbursable under this Agreement for the CMAR Fee will be the amount set forth in Subsection A(1) above, provided that if the Contractor defaults or this Agreement is otherwise terminated such that the Work is not completed, the RTC will make an appropriate pro rata reduction in the amount of the CMAR Fee.

(3) **Federal Cost Principles.** RTC shall only reimburse Contractor for costs that are consistent with Federal cost principles. See 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

C. **Items Included in Construction Price.** Except as modified by RTC executed Change Orders, the Construction Price in Subsection A hereof is the maximum amount to be paid to the Contractor for all costs necessary to complete the Work, whether stated or reasonably implied in this Agreement or the other Contract Documents, including:

- (1) direct construction costs including all labor (including salaries, wages, and benefits), Goods, materials, equipment, supplies, small tools, and any other direct associated costs without limitation;
- (2) the performance of each and every portion of the Work;
- (3) indirect costs including general conditions, supervision, insurance/bonding, project office expenses, taxes, mobilization, and quality control costs;
- (4) the cost of obtaining all government permits and approvals (other than those that are the responsibility of the RTC);
- (5) the costs of all risks, contingencies, and liabilities assigned to the Contractor under the Contract Documents;
- (6) the cost of compliance with all applicable Federal and State laws and regulations and all applicable local ordinances;
- (7) the payment of all taxes, duties, transport costs, and permit costs associated with the Work;
- (8) the CMAR Fee; and
- (9) the costs of Risk Register Events up to the amount of the Risk Register Account.

D. Use of Risk Register Account. The Risk Register Account shall be available for the Risk Register Events identified in Exhibit D. The Risk Register Events may have a cost impact, schedule impact, or both. With the exception of a Risk Register Event that has a specified payment cap, the amount paid in connection with a specific Risk Register Event may be less than or greater than the amount stipulated for that Risk Register Event in Exhibit D, but the total amount paid for all Risk Register Events may not exceed the total amount in the Risk Register Account, as set forth in Subsection A(2) above. Any payment from the Risk Register Account shall require the prior written approval of the RTC. A Risk Register Event that has a material effect on the CPM Schedule may be the basis for an Excusable Delay under Section 14 of this Agreement, if the Contractor satisfies the requirements for a Change Order under Sections 14 and 15 hereof.

(1) **“Risk Reserve – Provisional” Items.** The Contractor may make application to the RTC for payment from the Risk Register Account in accordance with the specifications in Exhibit D.

(2) “Risk Reserve” Items. If such a Risk Register Event occurs during performance of the Work, the Contractor may make application to the RTC for payment from the Risk Register Account in accordance with the following:

(a) Any such request shall be accompanied by such cost and pricing data and other supporting information as the RTC may reasonably require, including a Cost and Schedule Proposal as described in Section 15.

(b) Costs shall be calculated in accordance with the provisions for establishing costs associated with a Change under Section 16 hereof.

(c) The basis for compensation for Risk Register Events may be lump sum price, unit prices, or time and materials, as determined by the RTC Project Manager.

(d) The Risk Register Account may only be used for eligible project costs that satisfy the cost principles in Subsection B(3) above.

(3) Relation to Change Orders. The Contractor shall not be eligible for a Change Order under Section 14 if the event forming the basis for such requested Change Order is an identified Risk Register Event.

E. Cost Overruns. If the Contractor incurs costs in excess of the Construction Price (as it may be modified by Change Orders), the Contractor shall be solely responsible for the payment of those costs and shall not be entitled to any additional compensation from the RTC unless the event giving rise to those excess costs constitutes a Compensable Event or Compensable Delay under Section 14 hereof and the Contractor otherwise satisfies the requirements for a Change Order under that Section. The Contractor acknowledges that it (1) bears the full economic risk of any cost overruns on the Project; (2) will have no ability to recover cost overruns from RTC for any reason; and (3) cost overruns may exceed any profits the Contractor expects to realize on the Project.

SEC. 7. INVOICING AND PAYMENT PROVISIONS

A. Submittal and Payment. The Contractor shall submit monthly invoices to the RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. The RTC shall pay invoices (except for any contested portion thereof) within thirty (30) Days after receipt of a proper invoice from the Contractor:

B. Contents. Invoices shall contain the following information:

- (1) The Agreement Name and Purchase Order Number.
- (2) The specific elements of the Work that were performed during the prior month or other applicable period.
- (3) Any milestones achieved during the prior month.
- (4) Progress of the Work, as measured under the CPM Schedule.
- (5) A separate identification of any additional Work outside the original scope of Work (i.e. additional scope) which has been authorized in a Change Order, with a reference to the Change Order.
- (6) A separate identification of any approved use of the Risk Register Account for “Risk Register” items, with the prior written approval attached.
- (7) A separate identification of any use of the Risk Register Account for “Risk Reserve – Provisional” items.

C. Progress Payments.

(1) Payments for Progress of Work. As the Work progresses in accordance with this Agreement and in a manner that is satisfactory to the RTC, the RTC hereby agrees to make periodic payments to the Contractor for Work completed based upon a progress payment schedule and Schedule of Values, which progress payment schedule shall be initially submitted by the Contractor within fifteen (15) Days after the Notice to Proceed. The Contractor shall, once in each month and on such day as may be agreed upon by the Contractor and the RTC, make a progress report of Work done and of material which has actually been put in place in accordance with the terms and conditions of this Agreement during the preceding month and compute the value thereof.

(2) Mobilization. The RTC will pay the Contractor the amount included in the Construction Price for mobilization in three (3) equal amounts, as part of the Contractor’s first three (3) applications for progress payments. The RTC may, in its sole discretion, withhold all or a portion of such mobilization payments until it has received and Accepted the CPM Schedule under Section 5 hereof.

D. Retention.

(1) Amount of Retention. The RTC shall withhold, from each progress payment, retention of five percent (5%) of the amount billed as part of the security for the fulfillment of requirements of this Agreement and completion of the Work. After fifty percent (50%) of the Work, as calculated under the Schedule of Values comprising the Cost of the Work, as identified in Exhibit C, has been completed in an acceptable manner, the RTC may, in its discretion, reduce the retention from future progress payments to less than five percent (5%) or elect to no longer withhold retention. Any retention remaining in the possession of the RTC upon Final Acceptance shall be released to the Contractor when all requirements for final payment under subsection G hereof have been satisfied and when the Contractor has executed the written release required under subsection H hereof.

(2) Interest. Amounts retained by the RTC under Paragraph (1) shall be deposited in an interest bearing account. The RTC will pay interest to the Contractor on such deposited amounts, at the end of each quarter throughout the Work, at the rate provided in NRS Chapter 338 for interest payments on retention in Public Works projects. The Contractor, shall, within ten (10) Days after receipt of such interest payments from the RTC, pay to each Subcontractor that portion of the interest to which it is due under NRS 338.550. No interest will be paid on funds withheld for defective work not remedied, on funds held as a result of third party claims for failure to make proper payments to Subcontractors or Suppliers for labor, Goods, materials, or equipment, including work, Goods, materials, or equipment still to be furnished or installed.

E. Reservation of Rights.

(1) Right to Withhold and Recover. The RTC shall have the right to withhold payment, or to recover funds from amounts paid, for any Work (or portion thereof) not performed in accordance with this Agreement or the other Contract Documents, for any Work found Deficient, for any Work not supported by appropriate documentation or other information, or for any Work that is the subject of a dispute between the Contractor and the RTC. The RTC also may withhold all or any portion of a progress payment otherwise due if and for so long as the Contractor does not comply with any lawful or proper direction concerning the Work or material given by the RTC Project Manager, or for the failure of the Contractor to submit a Recovery Schedule in accordance with Section 5E(2). The RTC shall notify the Contractor of any such withholding and provide the Contractor the opportunity to correct the Work in question or to correct or supplement the invoice, as applicable. The RTC shall also have the right to withhold payment, or recover funds from

amount paid, for any costs that are not consistent with Federal cost principles. See 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

(2) No Waiver. Neither payment of amounts due by the RTC nor acceptance of any such payment by the Contractor shall constitute a waiver of any claim by the RTC for errors or omission in invoices or payments.

(3) Audits. The RTC may also make an adjustment to the amount due the Contractor on the basis of the results of an audit conducted by the RTC or its representatives.

F. Prompt Payment to Subcontractors.

(1) Requirement. The Contractor shall comply with the prompt payment to Subcontractors requirements set forth in NRS Chapter 338, 49 CFR Part 26, and the “Prompt Payment and Retainage Clause” in Exhibit J.

(2) Payment for Satisfactory Work. The Contractor shall make payment to each Subcontractor for satisfactory performance of its Work no later than ten (10) Days after receipt of payment from the RTC that covers that Work. For purposes of this subsection, “satisfactory performance” means that all of the tasks called for in the applicable Subcontract have been satisfactorily accomplished and completed by the Subcontractor and all conditions listed in the “Prompt Payment and Retainage Clause” of Exhibit J have been met.

(3) Subcontractor Retention. The percentage of retention withheld from each Subcontractor may not exceed the percentages specified in Subsection D above. After satisfactory performance of a Subcontractor’s Work, the Contractor shall make full payment of such Subcontractor’s retainage within ten (10) Days after the RTC releases such retainage to the Contractor.

(4) No Retainage. If the RTC does not withhold retainage from the Contractor, the Contractor may not withhold retainage from its Subcontractors.

(5) Delay in Payment. The Contractor may only delay or postpone any payment obligation to any of its Subcontractors for services provided under this Agreement if the Contractor demonstrates to the satisfaction of the RTC that good cause exists for such a delay or postponement. Any concurrence by the RTC that good cause exists for the delay or postponement of the Contractor’s payment obligation to its Subcontractor must be made in writing prior to the time when payment to the Subcontractor would have been otherwise due.

G. Submittal of Deliverables and Final Payment. The Contractor agrees that its right to receive the final payment pursuant to this Agreement is contingent upon:

(1) submittal of all deliverables due and completion of all Work required under the scope of Work;

(2) the RTC's determination that (a) such deliverables and Work satisfy the requirements of this Agreement and the other Agreement Documents; and (b) any overpayment or unsubstantiated billing or payment has been reconciled to the satisfaction of the RTC;

(3) the RTC's filing of a Notice of Completion for the Project; and

(4) the Contractor's execution of a release in accordance with Subsection G of this Section.

If the RTC fails to make such determinations and does not approve any or all such deliverables, the Contractor shall revise the deliverables or correct the Work to RTC's satisfaction and approval, at no additional expense to the RTC. The RTC shall have the right to withhold, in its reasonable discretion, any or all of the Contractor's final payment until the RTC approves all of Contractor's deliverables.

H. Execution of Release. Final payment of the Contractor for the Work shall be conditioned on the Contractor's execution and delivery of a written release, satisfactory in form and substance to the RTC, releasing the RTC from all claims, liens, or outstanding debts (hereinafter "claims") of the Contractor and its Subcontractors and suppliers under this Agreement, and certifying that:

(1) all Subcontractor and Supplier claims that are known or reasonably should be known by the Contractor either:

(a) have been fully resolved; or

(b) if not fully resolved, will be the sole responsibility of the Contractor and the RTC will be held harmless from any liability therefore;

(2) the Contractor has no reason to believe that any party has a claim against the Contractor or the RTC relating to the Work that has not been asserted at the time of the Contractor's certification and release; and

(3) all warranties provided under this Agreement or the other Contract Documents are in full force and effect in accordance with their terms.

I. No Estoppel.

(1) General. The RTC shall not be precluded or estopped by any final payment to the Contractor:

(a) from showing at any time (either before or after the Final Acceptance of the Work and payment therefore) the true and correct amount and character of the Work done or Goods and materials furnished by the Contractor or any person under this Agreement; or

(b) from showing at any time that any such final application of payment is untrue and incorrect, or improperly made, or that the Work and equipment and materials (or any part thereof) do not, in fact, conform to the Contract Documents.

(2) Damages. The RTC shall not be precluded or estopped, notwithstanding any final payment to the Contractor, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply this Agreement or the other Contract Documents.

SEC. 8. KEY PERSONNEL

A. Responsibility of Contractor. In performing the Work, the Contractor shall utilize the professional expertise and experience of the Key Personnel listed in Exhibit E, as necessary and appropriate, throughout the period of performance of this Agreement.

B. No Replacements without Approval. The Key Personnel used by the Contractor for the Work shall be the same individuals as identified in its proposal in response to the RFP, unless otherwise agreed to in writing by the RTC. The Contractor shall not replace or remove its Project Manager or any of the other Key Personnel listed in Exhibit E during the term of this Agreement without the prior written Acceptance of such action by the RTC.

C. Substitution of Key Personnel.

(1) Contractor Responsibility. In the event the Contractor is unable to provide the services of, or replaces, any of the Key Personnel, the Contractor shall be responsible for providing, within thirty (30) Days, replacement personnel for the performance of the specific items

of Work involved, whose expertise and experience are equivalent to that which would have been provided by the originally listed personnel. The Contractor shall submit any such substitute Key Personnel to the RTC for its prior review and written Acceptance, which shall not be unreasonably withheld.

(2) **Costs.** The Contractor shall be responsible for any additional costs caused by the substitution of Key Personnel for those listed in Exhibit E. In no event shall any substitution of personnel result in an increase in compensation to be paid by the RTC under this Agreement. In addition, if any Key Personnel position remains vacant for more than thirty (30) Days, the RTC reserves the right to withhold an appropriate amount (based on the compensation for the position involved) from payments otherwise due to the Contractor.

D. Liquidated Damages. If the Contractor replaces or removes any Key Personnel in violation of this Section, or fails to provide substitute Key Personnel as required by this Section, it will be assessed liquidated damages in accordance with Section 20D.

E. Removal. The RTC Project Manager shall have the right to demand the removal by the Contractor of any of the Key Personnel, for reasonable cause and by advance written notice.

SEC. 9. SUBCONTRACTING PLAN AND SUBCONTRACTORS

A. Subcontracting Plan. The Subcontracting Plan submitted by the Contractor during the Pre-construction Services Agreement and Accepted by the RTC is an essential element in the performance of the Work under this Agreement. All Work must be performed in accordance with the Subcontracting Plan, and in accordance with the provisions relating to subcontracting in NRS Chapter 338 and Nevada Administrative Code (NAC) 338. The Subcontracting Plan shall include self-performance by the Contractor in the amount stated in its Accepted Subcontracting Plan, but in no event less than thirty percent (30%) of the estimated cost of construction, as required by NRS 338.16985 and 23 CFR 635.116. Any revisions to the Accepted Subcontracting Plan must be specifically Accepted by the RTC in writing. The Subcontracting Plan is attached hereto as Exhibit F.

B. Subcontractors.

(1) **Qualification and Selection.** All Subcontractors performing work on Project shall be qualified and selected in accordance with the requirements of NRS 338.16991 and 338.16995 and relevant provisions of NAC 338. The Contractor may not remove a Subcontractor listed in the

Accepted Subcontracting Plan, or substitute Subcontractors, without the prior written Acceptance of the RTC.

(2) Subcontract Terms. The documents in Exhibit J are subject to federal and NDOT “flow down” requirements and must be included in all agreements between the Contractor and its Subcontractors and their subcontractors (at ALL tiers). The RTC reserves the right to review the standard subcontract used by the Contractor for the performance of Work under this Agreement.

(3) Administration of Subcontracts. The Contractor shall be fully responsible to the RTC for all acts and omissions of its Subcontractors and their employees. Nothing in this Agreement or any subcontract, or in the RTC’s Acceptance of the Subcontracting Plan, shall operate to create any privity of contract between the RTC and any Subcontractor or to create any duty, obligation, or liability on the part of the RTC to any Subcontractor, except to the extent required by law. The Contractor shall have the sole responsibility for resolving bid protests by prospective Subcontractors and for promptly settling any disputes with its Subcontractors or between or among its Subcontractors. The RTC shall have no role or responsibility for resolving Subcontractor bid protests or other Subcontractor disputes.

C. Compliance. The Contractor’s compliance with the Subcontracting Plan is a mandatory requirement of this Agreement. The Contractor shall provide monthly reports to the RTC documenting its compliance. Any material failure to comply with the Accepted Subcontracting Plan may constitute a breach of this Agreement and may result in a termination for default.

D. DBE Provisions. The Contractor shall comply with the DBE provisions set forth in Exhibit H and the NDOT required specifications incorporated into the Supplemental General Provisions. Failure to comply with the DBE provisions may give rise to sanctions as provided in Exhibit H.

SEC. 10. INSURANCE

The Contractor shall provide insurance for the Work in accordance with the insurance requirements in Exhibit I hereto. The Contractor shall not commence any Work nor permit a subcontractor to commence Work until certificates of insurance have been submitted to the RTC.

SEC. 11. BONDS

A. Performance Bond. The Contractor shall provide and continuously maintain for the term of this Agreement a Performance Bond in the amount of one hundred percent (100%) of the Construction Price set forth in Section 6 which guarantees faithful performance of the Work and

any changes thereto. The Performance Bond must be payable to the RTC and issued by a good and sufficient surety company authorized to transact business in Nevada, and having an A.M. Best Co. "Best's Rating" of A- or better and Class VIII. The cost of the Performance Bond is included in the Cost of the Work set forth in Section 6.

B. Labor and Material Payment Bond. The Contractor shall provide and continuously maintain for the term of this Agreement a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the Construction Price set forth in Section 6 that guarantees payment for all labor and materials furnished in accordance with this Agreement and any changes thereto. The Labor and Material Payment Bond shall be payable to the RTC and issued by a good and sufficient surety company authorized to transact business in Nevada, and having an A.M. Best Co. "Best's Rating" of A- or better and Class VIII. The cost of the Labor and Material Payment Bond is included in the Cost of the Work set forth in Section 6.

SEC. 12. INDEMNIFICATION

The Contractor shall indemnify the RTC and the other named indemnities in accordance with the indemnification requirements in Exhibit I hereto.

SEC. 13. CHANGES

A. Purposes for Which Change Orders May Be Issued. Change Orders may be issued by the RTC for the following purposes (or combination thereof):

- (1) to modify the Scope of the Work;
- (2) to revise a Completion Deadline and/or extend the Contract Time;
- (3) to revise the Construction Price; or
- (4) to revise other terms and conditions of this Agreement or the other Contract Documents.

All Change Orders must be issued in writing and executed by the RTC's Executive Director. Oral Change Orders are not permitted and are not binding. Change Orders shall be subject to the following provisions of this Section and Sections 14, 15, and 16 hereof, and to applicable provisions in the other Contract Documents, and to 29 CFR 635.109(a) which is incorporated by reference herein.

B. Issuance of Change Orders.

(1) Right of the RTC. The RTC may, at any time and from time to time, without notice to any surety, authorize and/or direct changes in the Work within the general scope of the Contract Documents by issuance of a Change Order. Upon receipt of a Change Order, the Contractor shall promptly proceed with the Work in accordance with the direction in the Change Order and with the applicable conditions in this Agreement and the other Contract Documents. All additions, deductions, or changes to the Work as directed by Change Orders shall be carried out under the applicable conditions of this Agreement and the other Contract Documents.

(2) Bilateral and Unilateral Changes. If a Change is agreed upon by the Parties, whether it originated as a Change Order, Request for Change, resolution of claim, or under any other term of this Agreement allowing for a Change, the Parties shall execute a bilateral Change Order. If the Parties do not agree upon the terms of a Change (such as the time or compensation to be provided), the RTC may nonetheless issue a unilateral Change Order, and the Contractor, subject to its rights to pursue dispute resolution under Section 23, shall promptly and diligently comply with that Change Order notwithstanding such disagreement.

(3) Contractor Request for Change.

(a) Completion Deadlines. The Contractor may request a Change to extend a Completion Deadline or Contract Time only for the specific Excusable Delays and/or Compensable Delays described in Section 14.

(b) Construction Price. The Contractor may request a Change to increase the Construction Price only for the specific Compensable Events and/or Compensable Delays described in Section 14.

(c) Contract Documents. The Contractor may request a Change to revise other terms and conditions of the Contract Documents.

(4) Requirement for Written Change. No direction, order, statement, or conduct of the RTC, other than written Change Orders issued in accordance with this Section and Sections 14 and 15 hereof, shall be the basis for an increase in the Construction Price, an extension in Contract Time, or a modification to the Contract Documents.

(5) Delay. If the Contractor fails to promptly proceed with work under a Change Order, any resulting delay shall be the responsibility of the Contractor and shall not constitute an Excusable Delay or a Compensable Delay.

(6) Clarifications and Interpretations. The RTC may issue clarifications, amplifications, and interpretations of the Contract Documents without issuing a Change Order. If the Contractor believes the clarifications, amplifications, and interpretations constitute an RTC directed Change, the Contractor may submit a Request for Change in accordance with Section 15 hereof.

SEC. 14. CATEGORIES OF CHANGES TO CONTRACT TIME/CONSTRUCTION PRICE

A. Categories of Changes. Change Orders affecting Contract Time or the Construction Price are in the following three categories:

- (1) Excusable Delay;
- (2) Compensable Delays; and
- (3) Compensable Events.

Each of these categories is described in more detail in the following provisions of this Section.

B. Excusable Delay

(1) Effect of Excusable Delays. An Excusable Delay may be the basis for an extension in the Contract Time. If an extension in Contract Time is granted in accordance with this Section, such extension will provide the Contractor with relief from any otherwise applicable liquidated damages for failure to meet a Completion Deadline. Any type of delay not described in this Subsection will not be considered an Excusable Delay and will not be the basis for an extension in Contract Time.

(2) Acts or Events Constituting Excusable Delays. A delay to the CPM Schedule shall be an Excusable Delay to the extent that:

- (a) the act or event has a material effect on the CPM Schedule and has caused, or will result in, an identifiable and measurable disruption of the Work which has consumed all available Float and extended the Work required for Substantial Completion, Punch List Completion, or Final Acceptance beyond the applicable Completion Deadline; and

(b) the act or event (i) constituted a Force Majeure event or other act or event, the causes and effects of which were beyond the control of the Contractor; (ii) was not due to the fault, negligence, or failure to act on the part of the Contractor or any Subcontractor, and (iii) did not arise out of the Contractor's failure to perform or meet the requirements of this Agreement or the other Contract Documents; and (c) the act or event was unforeseeable and could not reasonably have been avoided by the Contractor by using all reasonable and appropriate means and efforts, including resequencing the Work or re-allocating or re-deploying its forces to other portions of the Work.

(3) Burden of Proof. The Contractor shall have the burden of proving that:

- (a) the delay occurred;
- (b) the delay satisfies each of the required elements of an Excusable Delay as described in Paragraph (2) above;
- (c) the Contractor took all reasonable and appropriate means and efforts to avoid the delay;
- (d) the delay could not be fully mitigated; and
- (e) the Contractor has taken reasonable precautions to prevent further delays arising out of such event.

The Contractor shall also have the burden of establishing the length of time of the Excusable Delay. Upon adequate proof of an Excusable Delay, the Contractor will be granted an extension of time, by execution of a Change Order, and will not be assessed liquidated damages for any days of delay within the excused period. The Contractor will not receive compensation for an Excusable Delay unless it is also a Compensable Delay, as provided in this Section.

(4) Notice Required. In order to be eligible for an Excusable Delay, the Contractor must provide notice to the RTC describing the act or event that the Contractor asserts was the cause of the delay not more than five (5) Days after the day the act or event occurs.

(5) Risk Register Events. A Risk Register Event that satisfies the requirements of this Subsection may be the basis for an Excusable Delay.

(6) Multiple Causes of Delay. If a delay arises out of more than one cause, to the extent that the delay is Excusable or Compensable under all the requirements of this Section, the Contractor will be entitled to only one extension of the Contract Time for the cumulative change to the CPM Schedule.

(7) Submittal of Information Regarding Delay. In addition to any other time impact analysis that may be required under the Contract Documents, the Contractor shall submit the following information to the RTC at the earliest possible date after the Contractor provides notice of the asserted Excusable Delay:

(a) a detailed description of the events causing the delay;

(b) an analysis of the impact of the claimed act or event causing the delay upon the then current CPM Schedule, identifying the affected activities, the actual impacts and the number of days delayed; and

(c) measures taken and/or proposed to avoid or mitigate the claimed delay, and the effects thereof.

(8) Impact on Liquidated Damages. In the event of an extension to a Completion Deadline due to an Excusable Delay, that revised Completion Deadline shall be used to determine whether the Contractor is obligated to pay liquidated damages under Section 20 hereof.

(9) No RTC Waiver. The RTC's granting of an extension of time or the Acceptance of any part of the Work after the time specified shall not constitute a waiver of any of the RTC's rights under this Agreement other than those specifically provided for in the extension or Acceptance.

C. Compensable Delay.

(1) Effect of Compensable Delay. A Compensable Delay may be the basis for both an extension in Contract Time and an increase in the Construction Price.

(2) Acts of Events Constituting Compensable Delays. A delay in the CPM Schedule shall be a Compensable Delay only if it constitutes an Excusable Delay under Subsection B hereof and to the extent that the performance of all or any part of the Work is delayed or interrupted by one or more of the following events:

(a) A Change in the Work directed by the RTC.

(b) Failure or inability of the RTC to make the Worksite available as provided in the Contract Documents, provided that the Contractor took all reasonable steps to avoid or mitigate the impact of such delay and that such delay had an actual impact on the CPM Schedule.

(c) Failure of the RTC to obtain timely governmental approvals that are its responsibility under the Contract Documents.

(d) Failure or inability of the RTC to provide responses within the time periods specified in the Contract Documents, to proposed schedules, plans, Construction Documents or other submittals for which an RTC response by a time certain is expressly required.

(e) Any injunction or restraining order issued by a court of competent jurisdiction that stops the Contractor's work.

(f) Any suspension for convenience by the RTC.

(3) Notice Required. In order to be eligible for a Compensable Delay, the Contractor must provide notice to the RTC describing the act or event that the Contractor asserts was the cause of the delay and increased costs not more than five (5) Days after the day the act or event occurs.

(4) Burden of Proof. The Contractor shall have the burden of providing that the delay satisfies each of the required elements of an Excusable Delay under Subsection B and is an act or event constituting a Compensable Delay under Paragraph (2) above. If an Excusable Delay is found to be a Compensable Delay, the RTC will, by Change Order, extend the Contract Time to increase the time of performance, and will make an equitable adjustment to the Construction Price. The Change Order will be the Contractor's sole remedy arising out of the Compensable Delay.

(5) Concurrent Delay.

(a) Description. When an act or event that would otherwise be a Compensable Delay overlaps or runs concurrently with an Excusable (but not Compensable) Delay or with an inexcusable delay, the Contractor will be eligible for an Excusable Delay for the time period of the overlapping or currently running delay, but shall be eligible for a Compensable Delay only for that portion of the delay that extends beyond the period of

concurrent delay. To the extent that the number of Days of delay can be allocated between those that are caused by an Excusable Delay and those that are caused by an inexcusable delay, the Contract Time shall only be extended by the amount of the Excusable Delay.

(b) Example. If there is a forty (40) Day Contractor-caused inexcusable delay and an overlapping fifty (50) Day RTC-caused Compensable Delay, the Contractor will be eligible for forty (40) Days of Excusable Delay and ten (10) Days of Compensable Delay.

(c) Impact on Critical Path. Delays will not be treated as Concurrent to the extent that one delay affects the CPM Schedule and the other delay does not. In that event, the sole delay will be the one that affects the CPM Schedule.

(d) Sole Remedy. The Change Order extending Contract Time for a Concurrent Delay will be the Contractor's sole remedy arising out of the Concurrent Delay.

D. Compensable Events.

(1) Effect of Compensable Events. A Compensable Event may be the basis for the increase in the Construction Price.

(2) Acts or Events Constituting Compensable Events. An increase in the Construction Price shall be allowed hereunder only for changes in the Work that are directly attributable to the following Compensable Events and otherwise meet the requirements set forth in this section:

(a) A Change in the Work directed by the RTC.

(b) The discovery at, near, or on the Worksite of any cultural or paleontological resources or any species listed as threatened or endangered under Federal or state endangered species laws.

(c) The discovery at, near, or on the Worksite of Differing Site Conditions not identified as of the date of execution of this Agreement. RTC will administer the process for addressing Differing Site Conditions consistent with 23 CFR 635.109 and the requirements of the "Standardized Changed Condition Clauses" in Exhibit J.

(d) The discovery at, near, or on the Worksite of Hazardous Materials not identified as of the date of execution of this Agreement.

(e) An earthquake exceeding 3.5 on the Richter scale and epicentered within 25 miles of the specific location of damage on the Worksite; exceeding 5.0 on the Richter scale and epicentered within 50 miles from the specific location of damage on the Worksite; or exceeding 6.5 on the Richter scale and epicentered within 75 miles from the specific location of damage on the Worksite; in all cases based on the final determination regarding the location and magnitude of the earthquake published by the National Earthquake Information Center in Golden, Colorado.

(f) Any rebellion, war, riot, or act of terrorism.

(g) Any change in law or enactment of any new law resulting in requirements applicable to the Project which are materially different from the requirements applicable as of the date this Agreement was executed and which directly cause an increase in the cost of the Work, but excluding any such change or new law which was passed or adopted but not yet effective as of such execution date.

(h) A Compensable Delay.

(3) Notice Required. In order to be eligible for a Compensable Event, the Contractor must provide notice to the RTC describing the act or event that the Contractor asserts was the cause of the increased costs not more than five (5) Days after the day the act or event occurs.

(4) Burden of Proof. The Contractor shall have the burden of proving that an act or event constitutes a Compensable Event that satisfies all the requirements of this Section.

(5) Relation to Risk Register Events. The Contractor shall not be eligible for a Change Order under this Subsection or under Subsection C hereof if the event forming the basis for such requested Change Order is an identified Risk Register Event.

(6) Acceleration Costs. Acceleration Costs shall be compensable hereunder only if the Contractor establishes that (a) such costs result from a Change Order issued by the RTC as an alternative to allowing an extension of the Contract Time; (b) the delay which causes such Change Order to be issued was an Excusable Delay; and (c) the Contractor in fact accelerated its performance and incurred additional costs.

(7) Treatment of Differing Site Conditions. If the discovery of a Differing Site Condition satisfies the requirements of this Subsection and also satisfies the requirements for an Excusable Delay under Subsection B, then that event shall be treated as a Compensable Delay under

Subsection C of this Section.

(8) **Limitation on Contract Price Increases.** Any increase in the Contract Construction Price allowed under this Section shall exclude:

(a) Costs caused by the fault or negligence, the failure to perform or meet the requirements of this Agreement or the other Contract Documents, or the breach of this Agreement, by the Contractor or any Subcontractor;

(b) Costs which could reasonably have been avoided by the Contractor by use of all reasonable and appropriate means and efforts, including resequencing the Work or reallocating or redeploying its forces to other portions of the Work or to other activities unrelated to the Work (including any additional costs reasonably incurred in connection with such reallocation or redeployment); and

(c) Costs for any rejected Work that failed to meet the requirements of the Contract Documents or for any necessary remedial Work.

E. Basis for Establishing Costs. The amounts payable for Change Orders based on Compensable Events or Compensable Delays, for items such as construction equipment costs, material costs, markups, etc., shall be determined in accordance with Section 16 hereof.

SEC. 15. PROCEDURES FOR CHANGES

A. Request for Information (RFI). The Contractor may submit a Request for Information (RFI) on any portion of the Work. Except under extraordinary circumstances, the Contractor shall submit the RFI not less than twenty (20) Days prior to the date information is needed. The RTC will provide a timely response, and if a Change is required, initiate a Change Notice or Change Order. The RTC will make its best effort to respond within fifteen (15) Days of submittal of the RFI. The RTC will return all incomplete RFI(s) within ten (10) Days of receipt from the Contractor. If the Contractor performs any Work that is the subject of an RFI prior to the RTC's written response (to the RFI), it shall be at the Contractor's sole risk and expense.

B. Request for Change (RFC). The Contractor may submit a Request for Change (RFC) to the RTC describing any proposed Change. The Contractor shall assign a unique tracking number to each RFC. RFCs shall be subject to the following requirements and conditions:

(1) Submittal Requirements. The Contractor shall describe the cause or event in sufficient detail to support the RFC, along with the following information: the Contractor shall identify the Contract Document that it proposes to change, and state the reasons for the Change, including relevant circumstances and impacts on the CPM Schedule. If the Contractor is requesting an increase to the Construction Price or Contract Time, it shall also submit the following with its RFC:

(a) A detailed description of the facts underlying the RFC, the reasons why the Contractor believes additional compensation or time will or may be due, and the date of the event;

(b) The name, title, and activity of each RTC employee knowledgeable of the facts underlying the RFC;

(c) The Contractor's Cost and Schedule Proposal, as described in Subsection D below;

(d) The recommended Change Order, including specific reference to the provisions of this Agreement or the other Contract Documents affected, or other basis of entitlement to the Change;

(e) For changes affecting CPM Schedule, a fragnet (time impact) analysis showing how the CPM Schedule will be impacted by the Change; and

(f) Such other information as the RTC may deem necessary to evaluate the RFC, or as the Contractor may deem relevant to the RTC's evaluation.

(2) Timing Requirements.

(a) If the Contractor intends to assert that a specific event has caused a Change in the Construction Price or Contract Time, or has caused any other Change, the Contractor shall submit an RFC within fifteen (15) Days after the event that is the basis of the RFC. If a Cost and Schedule Proposal (CSP) is required, the Contractor shall provide that CSP within the time required under Subsection D(1)(h) hereof. If the Contractor delivers any RFC later than fifteen (15) Days after the event giving rise to such RFC, the RFC will be untimely and will be rejected by the RTC. In addition, if a timely RFC is not submitted, the Contractor shall not have, and will be deemed to have waived, any claim

to any increase in Construction Price or Contract Time, or other relief, arising out of such event.

(b) If an RFC concerns any event related to discovery of Differing Site Conditions or Hazardous Materials, the Contractor shall immediately provide notice of the event to the RTC, and shall afford the RTC the opportunity to inspect such discovery before it is disturbed, otherwise the RFC will be untimely and will be rejected by the RTC. In addition, if both a timely notice and timely RFC are not submitted, the Contractor shall not have, and will be deemed to have waived, any claim to any increase in the Construction Price or Contract Time or to other relief arising out of the event.

(3) Actions by the RTC. If the RTC approves the RFC, it will issue a Change Notice or Change Order. If the RTC rejects the RFC for any reason other than its un-timeliness, the RTC will notify the Contractor in writing, and such rejection shall constitute an RTC decision that shall commence the period of time in which the Contractor has to pursue issue/dispute resolution under Section 23 hereof.

If the RTC does not either accept or reject an RFC within thirty (30) Days after the Contractor's submittal thereof, the RFC shall be deemed rejected on the thirtieth (30th) Day and the period of time to pursue issue/dispute resolution shall begin on that Day.

If an RFC is rejected directly by the RTC or by lapse of time under this paragraph, the Contractor shall notify the RTC in writing, within fifteen (15) Days after such rejection, whether it intends to pursue a claim and/or dispute resolution regarding such matter.

(4) Subcontractor Change Requests.

(a) Review by Contractor. Prior to submission by the Contractor of any RFC which is based in whole or in part on a request by a Subcontractor for a price increase or time extension under its Subcontract (a "Subcontractor Change Request"), the Contractor shall review all claims by the Subcontractor that constitute the basis for the Subcontractor Change Request and determined in good faith that each such claim is justified hereunder, and that the Contractor is justified in requesting an increase in the Construction Price and/or Contract Time in the amounts specified in the Subcontractor Change Request.

(b) Supporting Analysis and Affirmation. Each Subcontractor Change Request submitted to the RTC shall include a summary of the Contractor's analysis of the

components of the Subcontractor claims and an affirmation that the Contractor has conducted a due diligence review of the basis for the Subcontractor's claims and has made a good faith determination that all such claims are justified as to entitlement and amount of money and/or time requested. Any RFC involving Subcontractor Work that is not accompanied by such summary analysis and affirmation shall be considered incomplete.

(5) **Contractor Risk.** Notwithstanding anything to the contrary in this Subsection, an RFC shall be at the Contractor's risk. The Contractor shall not be relieved from performing the Work during the time the RTC considers the RFC and will not receive any adjustment in Construction Price or Contract Time if the RTC determines the subject matter of the RFC is not an appropriate Change.

C. Change Notice. The RTC may issue a Change Notice to the Contractor, describing a proposed Change to this Agreement and requesting the Contractor to submit a Contractor's Cost and Schedule Proposal in accordance with Subsection D. A Change Notice does not authorize the Contractor to commence performance of the proposed Changed Work. Any Change implemented by the RTC will be incorporated into a Change Order.

D. Contractor's Cost and Schedule Proposal (CSP).

(1) **Elements of CSP.** In preparing the CSP for any Change in response to a Change Notice, or the Contractor's RFC, the Contractor shall:

(a) Use the forms provided or approved by the RTC to identify all costs of the Change, including overhead and profit.

(b) Identify the impacts of the Change on, and integrate the Change into, the CPM Schedule.

(c) Follow Construction Specifications Institute's (CSI) Master Format classification system in describing the Changes.

(d) Base the proposal on the Contractor's actual, expected construction productivity rates, if applicable to the Work (and provide appropriate support for those productivity rates); not on published or trade association composite rates.

(e) Use the applicable TRO rate, as set forth in Exhibit C hereto, to calculate any extended Project overhead cost.

(f) Identify any prices or other elements of the CSP that are conditional, such as time sensitive orders or events.

(g) Provide a certification, in a form acceptable to the RTC, that the CSP as well as any Subcontractor costs and schedule included in the CSP includes all known and anticipated impacts or amounts, direct, indirect and consequential, that maybe incurred as a result of the Change and that the Contractor believes that the factual basis for the Change is true and accurate.

(h) If the Change includes both added and deleted work, provide separate cost breakdowns for the added work and the deleted work. The cost, or credit, amount for the change shall be the agreed upon difference between the cost of the added work and the cost of the deleted work. If the Change results in a net change of zero, there will be no change in the Construction Price.

(i) Deliver the CSP to the RTC within a maximum of fifteen (15) business days from the date of the RTC's request.

(j) Provide such other supporting information as the RTC may reasonably require.

(2) Reservation of Rights. If the Contractor does not submit the CSP by the required date, the RTC reserves the right to issue a Change Order at a value the RTC determines is fair and reasonable.

E. Unilateral and Bilateral Changes.

(1) Issuance of Change Orders. The RTC may unilaterally, or bilaterally by agreement with the Contractor, issue a Change Order directing Contractor to proceed with a Change in the Work. The Change Order shall contain a Change Order value and a schedule impact. The Change Order value may be either a lump sum amount or a not-to-exceed amount on a time and material basis and shall be the maximum limit of the RTC's obligation under the Change Order. The RTC may unilaterally, or bilaterally by agreement with the Contractor, revise the Change Order value and/or the schedule impact, based upon a Contractor's CSP, other additional information, or other forward pricing subsequent to the initial determination.

(2) Delivery of Cost and Schedule Proposal. If the RTC has requested a Cost and Schedule Proposal and it is not delivered within the time required in Subsection D(1)(i), or within

such extensions of time the RTC has granted, the CSP will be untimely and will be rejected by the RTC. In addition, if a timely CSP was not submitted, the Contractor shall not have, and will be deemed to have waived, any claim to any adjustment to the Change Order value or schedule impact, or to provide any other relief arising out of the event.

(3) Claims and Disputes. If the Contractor disputes either the Change Order value or the schedule impact, and has not theretofore waived its rights or failed to meet the conditions to submit a claim, it may pursue a claim and/or resolution of such matter in accordance with Section 23, under the process and within the time limits set forth therein.

(4) Restriction on Work. The Contractor shall not commence performance of the Work described in the Change Order until the RTC transmits it to the Contractor. Any Work performed by the Contractor without a Change Order will be at the Contractor's risk and expense.

(5) Maintenance of Records. Until such time as the Parties agree to any Changes arising out of a Change Order and execute a bilateral Change Order, or they resolve any issue or dispute as provided in Section 23, the Contractor shall maintain its records in accordance with the requirements of Section 24 and the other Contract Documents.

(6) Basis for Payments. The Contractor shall submit reports of Work performed pursuant to a Change Order, on forms prescribed or accepted by the RTC, within one (1) Day after performance of the Work. All back-up records and reports including time sheets shall be certified by the signature of the Contractor's representative and acknowledged by the RTC's authorized representative. All submittals shall be subject to audit and determinations of the accuracy of the submitted information, pursuant to Section 24 hereof.

(7) No RTC Liability. Unless the Parties subsequently execute a bilateral Change Order, the RTC shall not be liable for or pay any amount in excess of the applicable Change Order value or any increase in Contract Time in excess of the schedule impact in the Change Order.

(8) Bilateral Changes. Any bilateral Change Order executed by both Parties shall:

(a) Expressly state that the Work described therein is Changed Work.

(b) Include all Changes to the CPM Schedule, the Construction Price, and all costs of any nature arising out of the Changed Work.

(c) Contain a statement that the adjustment to the Contract Time and Construction Price, if any, includes all time and amounts to which Contractor is entitled as a result of such Changes.

(9) **Effect of Execution**. The execution of a bilateral Change Order by the RTC and the Contractor shall be deemed to be an unconditional agreement to all Work, and all adjustments to Construction Price and Contract Time related to the Change. There will be no reservation of rights by either Party on a bilateral Change Order. The execution of a bilateral Change Order by the RTC and the Contractor shall constitute a full accord and satisfaction of all amounts payable, all time extensions allowable, and all other claims arising out of the event or Work that is the subject matter of that Change Order.

(10) **RTC Unilateral Determination**. If the Parties are unable to agree on all adjustments to the Construction Price or Contract Time, or to any other issue related to the Change Order, the RTC may, at any time, make a unilateral determination and issue a unilateral Change Order based on this determination, without prejudice to the rights of the Contractor to pursue a claims and/or dispute resolution process under Section 23 hereof.

F. Deleted Work. When a Change deletes Work from the Contractor's scope, the amount of the reduction in the Construction Price shall be based upon a reduction in the pay quantity and at the unit price per the line item of work where applicable or by an estimate including a bill of material, a breakdown of labor and equipment costs, and overhead and profit associated with the deleted work. When a deduction is involved, documented cancellation and restocking charges may be included in costs and subtracted from the price deduction.

G. Audit. The Contractor's records pertaining to Changes pursuant to this Section are subject to audit and examination by the RTC or its representative in accordance with Section 24 hereof.

H. No Change Based on Unauthorized Person. The Contractor shall undertake at its own risk work included in any request, order, or other authorization issued by a person in excess of that person's authority, as provided herein and in the other Contract Documents. In addition, the RTC may require the Contractor to remove or otherwise undo any such unauthorized work, at its sole expense.

SEC. 16. BASIS FOR ESTABLISHING COSTS ASSOCIATED WITH A CHANGE

A. Determination of Amount Payable. The amount payable for a Change is the sum of all eligible costs, as described herein, that the Contractor necessarily incurs to perform the Work and a mark-up for overhead and profit, as described in this Section.

B. Ineligible Costs. The amount payable for Changed Work shall not include the following Ineligible costs:

(1) costs caused by the breach of contract or fault or negligence, or act or failure to act of the Contractor, or any Subcontractor, or any other entity for which the Contractor is legally or contractually responsible;

(2) costs which could reasonably be avoided by the Contractor, including resequencing, reallocating or redeploying its forces to other portions of the Work or to other activities unrelated to the Work, adjusted for any additional costs reasonably incurred in connection with such reallocation or redeployment; and

(3) profit associated with the Contractor's discovery and RTC's approval of a Differing Site Condition or suspension of the Work as defined in the "Standardized Changed Condition Clauses" in Exhibit J.

C. Eligible Costs. The amount payable for Changed Work may include the following eligible costs:

(1) Labor Costs.

(a) Labor cost shall be based, as a minimum, on the prevailing wage scale for each craft or type of Work used in the Changed Work, as well as payroll taxes and fringe benefits, as applicable. Payroll taxes shall be calculated on base wage only and not on fringe benefits. Fringe benefits shall be applied only to the straight-time component of cost and shall not apply to the premium-time component.

(b) Labor reports shall include names, hours worked, and rates of pay for all classifications that are engaged in the actual direct performance of the Changed Work. Labor costs shall not include costs for management personnel above foreman, office personnel, timekeepers, and maintenance mechanics.

(2) Material Costs. Material costs shall be the cost of all Goods purchased and/or constructed by the Contractor and used in the Changed Work, including normal wastage allowance as per industry standards. The cost shall include freight, delivery, unloading, storage charges, taxes and all Supplier discounts. The prices shall be supported by valid invoices or binding written quotations from reputable Suppliers, or shall be prices from existing purchase orders, blanket purchase orders or other ordering agreements standard in the industry. The invoices or quotations shall be made available to the RTC upon request. The RTC reserves the right to review and accept Goods and sources of supply of Goods to be furnished by the Contractor or its Subcontractor(s), as well as the right to furnish the Goods to the Contractor if necessary to facilitate the progress of the Work.

(3) Construction Equipment Costs. The rates described in this Paragraph include the costs of Construction Equipment, plus the cost of fuel, oil, lubricants, supplies, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals, subject to the following:

(a) Construction Equipment costs shall not include costs for items normally considered Contractor plant or fixed costs items (such as buildings, trailers, office equipment, utilities, rail, piping, electrical distribution systems, processing plants, material handling facilities, work platforms, scaffolding, and concrete forms).

(b) Construction Equipment reports shall include size, type, identification number, rental rate (if applicable), and hours of operation.

(c) Construction Equipment and tools having a replacement value of \$200 or less, whether or not consumed or used, shall be considered small tools and no payment shall be made for them.

(d) Equipment ownership fixed costs shall be limited to the following for multiple shift operations:

(i) Overhead - at the hourly overhead rate listed in the Rental Rate Blue Book for Construction Equipment (published by Equipment Watch, most current version in effect at the time the Changed Work is performed, hereinafter "Rental Rate Blue Book") for the first shift each day and at fifteen percent (15%) of that same hourly rate for the

second shift each day. No additional overhead costs will be allowed for a third shift; and

- (ii) Depreciation - the hourly depreciation rate listed in the Rental Rate Blue Book for the first shift each day and at fifty percent (50%) of that same hourly rate for the second and third shifts each Day.

(e) The RTC shall pay Contractor for the use of Contractor-owned Construction Equipment at the total hourly cost rates listed for such Construction Equipment in the Rental Rate Blue Book. No adjustment to the total hourly cost rates listed in the Rental Rate Blue Book shall be made except as stated in this Paragraph for multiple shift operations and standby.

(f) If it is deemed necessary by the Contractor to use Contractor-owned specialized Construction Equipment not listed in the applicable edition of the Rental Rate Blue Book, the Contractor shall submit all cost data to the RTC for its use in establishing the rate.

(g) If the Contractor determines it is necessary to use rental Construction Equipment due to the lack of availability of Contractor-owned Construction Equipment to perform the Changed Work, the Contractor shall submit the cost data, including written quotes, published price lists and paid invoices to the RTC for use in verification of such rental cost. The RTC will pay for Construction Equipment rented under lease-purchase or sale-leaseback arrangements, or rented from an organization under control of the Contractor or under common control with the Contractor, at the rates set forth in the Rental Rate Blue Book.

(h) Construction Equipment operators shall be paid for as stipulated in Paragraph (1).

(i) All Construction Equipment shall be in good working condition and suitable for the purpose for which it is to be used.

(j) Unless otherwise specified, manufacturer-approved modifications shall be used to classify Construction Equipment for the determination of applicable rental rates. Applicable rental rates for Construction Equipment that has no direct power unit shall be

based on being powered by a unit of at least the minimum rating recommended by the manufacturer of that Construction Equipment.

(k) The RTC will not pay compensation for Construction Equipment while it is inoperative due to breakdown, routine maintenance or other Contractor controlled or planned down time.

(l) Except as otherwise specified in this Section, time will be computed in half and full hours. In computing the time for use of Construction Equipment, less than 31 minutes shall be considered one-half hour.

(m) After Construction Equipment is idle for 16 hours in a 24 hour period it shall be deemed to be on standby, and Compensation for such Construction Equipment shall be limited to the sum of the hourly overhead and depreciation rates for 8 hours per 24 hour period.

(n) The time shall include the time required to move the Construction Equipment to the location of the Changed Work and return it to the original location (or to another location requiring no more time than that required to return it to its original location). Loading and transporting costs shall be allowed, in lieu of moving time, when the Construction Equipment is moved by means other than its own power. No payment for loading and transporting shall be made if the Construction Equipment is also used at the Worksite for other than the Changed Work.

(o) The Construction Equipment use period shall:

- (i) begin at the time the Construction Equipment is unloaded at the site of the Changed Work during standard work hours;
- (ii) include each Day that the Construction Equipment is at the Worksite of the Changed Work, excluding Saturdays and Sundays and other legal holidays unless such Work is performed on those days; and
- (iii) terminate at the end of the day on which the Work is completed or the RTC instructs the Contractor to discontinue the use of such Construction Equipment.

(p) The Contractor shall substantiate the costs of all rented Construction Equipment by the Supplier's invoices or, if the work has not yet been started, by signed quotes or published rate sheets, submitted with the current reports; or, if not then available, submitted with subsequent reports. If the Contractor does not submit Supplier's invoices within thirty (30) Days after completion of the Changed Work, or if in the RTC's opinion the cost of such rented Construction Equipment is excessive, then the cost of such Equipment shall be determined utilizing the guides listed in Paragraph (3)(d) above.

(q) No additional compensation shall be allowed for Construction Equipment used to perform Changed Work if such Equipment is already on the Worksite and being used or will be used for other than the Changed Work.

(4) Overhead and Profit.

(a) The RTC will pay the Contractor a mark-up equal to the applicable CMAR Fee on direct costs for overhead and profit on Changed Work. (b) The mark-up for overhead and profit includes and is full compensation for all indirect costs of any nature, including without limitation home and field office overhead, all taxes of any nature (except taxes covered herein under labor or material costs), all insurance costs (including Workers' Compensation insurance), all Performance Bond and Labor and Materials Bond premium adjustments, small tools, incidental job burdens, incidental engineering costs (if any), and all other indirect costs of the Changed Work.

(c) Incidental engineering costs, as referred to in the previous subparagraph, which shall be included in the overhead mark-up, shall include all time spent by Contractor engineers or other personnel or consultants for RFI, RFC, and CSP preparation, Change Order administration, preparation and coordination of shop drawings, attendance at meetings, inspections scheduling, estimating, Claim preparation, submittal preparation and review, mix and shoring design and all other tasks normally performed by Contractors or Subcontractors as part of the Work under similar construction contracts.

(d) The RTC will not pay a mark-up for any Goods furnished by the RTC.

(5) Work by Subcontractors. The RTC will pay the Contractor a mark-up equal to the applicable CMAR fee on Changed Work performed by Subcontractors, regardless of the number of intervening tiers of Subcontractors. When a Subcontractor performs Changed Work, the Subcontractor will be allowed the same mark-ups as provided in Paragraph (4)(a)(i),(ii), and (iii)

above. However, the RTC will not pay mark-ups for Changed Work performed by a Subcontractor that is an affiliate or subsidiary of the Contractor or for any Goods furnished by Suppliers or by the RTC.

(6) Credit Items. Where the Contractor's portion, or any Subcontractor's portion (at any tier), of a Change involves credit items, or the proposed Change is a fully deductive Change, the Contractor shall utilize the same mark-up as set forth in Paragraph (4) above in computing the value of the credit.

(7) Bond Costs. Changes to the cost of the Performance Bond and Labor and Material Payment Bond are covered in the mark-ups under Paragraph (4) and/or (5) above.

D. Work After Scheduled Completion Date or During Delay. To avoid any duplicate payment of overhead or profit, if the Contractor performs any Work under a Change Order after the Substantial Completion Date of the Work, or during a period of Delay which results in a time extension, the mark ups for overhead and profit paid under this Section for the Change Order for that period shall be deducted from any extended overhead or profit that may be otherwise payable to the Contractor under this Agreement for the Delay.

E. Increased or Decreased Quantities. Increases or decreases from the Contractor's quantity estimates used to develop the Construction Price shall not be a basis for any increase or decrease in the Construction Price, unless the quantity involved was established and mandated by the RTC and then modified by the RTC during the performance of the Work. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

SEC. 17. HAZARDOUS MATERIALS

A. Obligations of Contractor. The Contractor shall be responsible for (1) the handling, removal, disposal, and/or remediation of any Hazardous Materials at the Worksite in accordance with the Contract Documents and applicable Federal and state laws and regulations; and (2) obtaining any governmental approvals necessary for the management, remediation, and/or disposal of such Hazardous Materials. The Contractor shall also be responsible for implementing any reasonable construction techniques that can be used to avoid Hazardous Materials.

B. Discovery of Hazardous Materials. If during the course of the Work the Contractor encounters any Hazardous Materials, the Contractor shall:

(1) immediately notify the RTC by phone or in person, followed by written notice within twenty-four (24) hours;

(2) provide the RTC with the opportunity to inspect the area containing the Hazardous Materials before taking any action that would inhibit the RTC's ability to ascertain the nature and extent of the Hazardous Materials present; and

(3) if so directed by the RTC and after any necessary consultation with Federal and state officials, take necessary and appropriate actions to avoid, manage, remediate, and/or dispose of such Hazardous Materials in accordance with the standards and requirements in subsection A above; provided that the RTC may in its discretion utilize the services of a different contractor or other entity to manage, remediate, and/or dispose of such Hazardous Materials.

C. Materials Brought to Site by Contractor. The Contractor shall be solely responsible, at its own expense, and shall not be eligible for a Change, for any Hazardous Materials brought onto the Worksite by the Contractor or any Subcontractor. Such responsibility includes the handling, removal, disposal, and/or remediation of such Hazardous Materials and liability for all costs, claims, damages, lawsuits, and judgments relating to such Hazardous Materials.

D. Hazardous Waste Generator.

(1) No Status as Generator. Except as provided in Paragraph (2) of this Subsection:

(a) the Contractor shall not be considered to be the Generator of Hazardous Materials encountered in the performance of the Work;

(b) the Contractor shall not be required to execute any Hazardous Waste manifests as a Generator; and

(c) any Hazardous Materials encountered in the performance of the Work shall be disposed of, if at all, utilizing an EPA Identification Number or other appropriate legal device obtained by, and carried in the name of, the RTC or another person designated by the RTC; provided that this provision shall not be construed to confer the status of Generator upon the RTC unless the RTC otherwise has that status under applicable law and regulations.

(2) Status of Generator. The Contractor (and not the RTC) shall be considered the Generator with respect to (a) any release of Hazardous Materials attributable to the negligent acts

or omissions or willful misconduct of the Contractor, to a breach of applicable law or regulations by the Contractor, or to a failure of the Contractor to comply with the Contract Documents; (b) any release of Hazardous Materials brought to the Site by the Contractor or any Subcontractor; and (c) any action by the Contractor that results in the Contractor being designated as a Generator under applicable law or regulations.

(3) **Reservation of Rights.** Nothing in this Section shall preclude or limit any rights the RTC may have against Third Parties and/or prior owners, lessees, licensees, or occupants relating to Hazardous Materials.

(4) **Definition.** As used in this Section, the term “Generator” means the person whose act or process produces Hazardous Materials or whose act first causes Hazardous Materials to become subject to regulation.

E. Change Orders. The Contractor shall not be eligible for an increase in the Construction Price or an extension in the Contract Time on the basis of Hazardous Materials described in Subsection C above or Hazardous Materials identified as of the date of execution of this Agreement. The Contractor may be eligible for a Change Order by reason of the discovery of Hazardous Materials that it did not bring to the Site or that were not so identified, to the extent provided in the Changes provisions in this Agreement.

SEC. 18. WARRANTIES RELATING TO THE WORK

A. Elements of Warranty. The Contractor warrants that:

(1) The Work shall be free of deficiencies or defects, shall be fit for use for the purpose intended, and shall meet all of the requirements of the Contract Documents.

(2) The Goods and other materials furnished shall be new and of a quality that meets all of the requirements of the Contract Documents.

B. No Design Warranty. The Contractor does not warrant or otherwise guarantee services or designs provided by the engineer of record.

C. Warranty Term.

(1) **General Warranty.** The Warranties regarding all elements of the Project shall commence on the date of Final Acceptance and shall remain in effect until one (1) year after that date, unless a longer period is specified in the Supplemental General Provisions or the SSPWC.

(2) Landscape Warranty. The Contractor completely warrants all plant materials for the later of (a) one (1) calendar year from the date of Landscape Acceptance; or (b) the achievement of sixty percent (60%) of the vegetative growth required under the Contract Documents. Any plant material deemed Deficient during this warranty period shall be replaced in-kind by the Contractor at no additional cost to the Project, and shall be warranted for one (1) additional year by the Contractor. Any additional one (1) year warranty period beyond the initial one (1) year warranty period will be considered an extended warranty period. Another inspection will be conducted by the RTC at the request of the Contractor at the end of the extended warranty period to determine Landscape Acceptance or rejection.

(3) Extensions to Correct Work. If the RTC determines that any of the Work has not met any Contract requirements at any time within the applicable Warranty period, and so notifies the Contractor before the expiration of such Warranty period, then the Contractor shall correct such Work at its sole expense, even if performance of such corrective Work extends beyond the stated Warranty period.

(4) Subcontractor and Supplier Warranties. The Warranty period for Subcontractor and supplier warranties shall be the longer of the period stated in this Section or the period specified in the particular Subcontractor or Supplier Warranty.

D. Remedy and Corrections.

(1) Notice and Duty to Correct. If the RTC determines that any Work fails to meet any Warranty requirements, RTC shall notify the Contractor, and the Contractor shall correct, repair, or replace such Work at its sole expense.

(2) Remedy by Contractor.

(a) Required Actions. Within ten (10) Days of receipt by the Contractor of notice from the RTC specifying a failure to meet any requirements of the Contract Documents, the Contractor and the RTC shall meet to investigate and mutually agree on how the Contractor will remedy such violation and correct the Work and the time allowed for such correction, which absent special circumstances shall not exceed ten (10) Days. The Contractor's proposed corrective action must address, at a minimum, the construction remedy; and the schedule for prosecution and completion of the corrective work. However, in case of an emergency or hazard to health or safety requiring immediate curative action, the Contractor shall implement such action as it deems necessary and shall notify the RTC

of the urgency of a decision on a remedy and correction. The Contractor and the RTC shall agree on such remedy and correction immediately upon notice by or to the RTC of such emergency.

(b) **Failure to Act.** If the Contractor does not use its best efforts to proceed to effectuate such remedy and correction within the agreed time, or if the Contractor and the RTC fail to reach such an agreement within the ten-Day correction period referenced in Subparagraph (a) (or immediately, in the case of emergency conditions), then the RTC, after notice to the Contractor, shall have the right to perform (or have performed by other parties) the necessary remedy and correction to the Work, and the costs thereof shall be borne by the Contractor.

E. Permits and Costs. The Contractor shall be responsible for obtaining any required permit or consent necessary to perform Warranty Work. The Contractor shall bear all costs of Warranty Work, including additional testing and inspections, and shall reimburse the RTC for any expenses it incurs thereby within ten (10) Days after the Contractor's receipt of invoices therefore.

F. Emergency Repairs. If the RTC determines that emergency repairs are necessary for public safety, the RTC may perform the corrective Work. Prior to making the emergency repairs, the RTC will document the basis for the emergency action, and will preserve evidence, such as photographs or videotapes, of the defective condition. Emergency repairs will be coordinated with the RTC when possible. All costs associated with the emergency repairs that are covered by the Warranty Work shall be borne by the Contractor.

G. Warranty on Corrected Work. Warranties shall apply to all work re-done, corrected, or replaced pursuant to the terms of this Agreement. In the event any Work is re-done, corrected, or replaced, the Warranty for such Work shall extend to the later of one (1) year after Acceptance of the re-done, corrected, or replaced Work by the RTC, in accordance with the Contract Documents or the expiration of the Warranty term, provided that the Warranty for redone, corrected, or replaced Work shall not extend beyond one (1) year after the expiration of the original Warranty term.

H. Subcontractor and Supplier Warranties.

(1) **Warranty Requirements.** The Contractor shall obtain from all Subcontractors and Suppliers, and cause to be extended or transferred through the RTC, appropriate representations, warranties, guarantees, and obligations with respect to design, materials, workmanship,

equipment, tools and supplies furnished by such Subcontractors and Suppliers. All representations, warranties, guarantees, and obligations of Subcontractors and Suppliers shall be written so as to survive all RTC and Contractor inspections, tests, and approvals, and shall run directly to and be enforceable by the Contractor and/or the RTC and their respective successors and assigns. The Contractor shall ensure that the warranties name the RTC as the warranty beneficiary. The Contractor hereby assigns to the RTC all of the Contractor's rights and interest in all extended warranties for periods exceeding the applicable Warranty period that are received by the Contractor from any of its Subcontractors and Suppliers.

(2) Enforcement.

(a) Responsibility of Contractor. Upon receipt from the RTC, during the applicable Warranty Period, of notice of a failure of any of the Work to satisfy any Subcontractor or Supplier warranty, representation, guarantee or obligation, the Contractor shall be responsible for enforcing or performing any such representation, warranty, guaranty, or obligation.

(b) Time Period. The RTC's rights under this Section shall commence at the time such representation, warranty, guaranty, or obligation is furnished or becomes effective under the terms of this Section, and shall continue until the expiration of the Contractor's relevant warranty (including extensions for re-done Work) or of the applicable Subcontractor or Supplier Warranty if longer. Until such expiration, the cost of any Goods, equipment, material, labor (including re-engineering) or shipping shall be the responsibility of the Contractor, and the Contractor shall be required to replace or repair defective Goods, equipment, material, or workmanship furnished by Subcontractor.

(c) Contractor Liability. To the extent that any Subcontractor's or Supplier's Warranty is voided in whole or part by reason of any act or omission of the Subcontractor or the Contractor, the Contractor shall still be fully liable to the extent of such Warranty.

I. Reservation. The foregoing warranties are in addition to all rights and remedies available under applicable statutes, common law, or other law or contract.

SEC. 19. PROJECT COMPLETION AND ACCEPTANCE

A. Substantial Completion.

(1) Applications for Substantial Completion. The Contractor shall deliver an application for Substantial Completion to the RTC when all of the following have occurred:

- (a) The Contractor has completed all Work;
- (b) The Contractor has ensured that all Work has been performed and substantially completed in accordance with the requirements of the Contract Documents;
- (c) The Contractor has ensured that all Work may be used without further delays or disruption to the public or damage to the Project or any other property on or adjacent to the Worksite, and without injury to any person;
- (d) All on-Site Work for utility owners has been completed and all utility owner approvals have been received by the Contractor.

(2) RTC Review and Inspection.

(a) Upon receipt of the Contractor's application for Substantial Completion, the RTC shall conduct such inspections, surveys, and/or testing, as it deems necessary and appropriate.

(b) If such inspections, surveys, and/or tests disclose that any Work is Deficient or otherwise does not meet the requirements of the Contract Documents, the RTC will promptly advise the Contractor as to any Deficiencies in the Work necessary to be corrected as a condition to Substantial Completion. The Contractor shall promptly make such corrections at its sole expense.

(c) Upon correction of the Deficiencies identified as a prerequisite to Substantial Completion, the Contractor shall provide written notification to the RTC, and the RTC shall conduct another round of inspections, surveys and/or tests. This procedure shall be repeated until the RTC find that all prerequisites to Substantial Completion have been met.

(3) Required Elements of Substantial Completion. Substantial Completion of the Work shall be deemed to have occurred when:

(a) The RTC determines that all requirements of this Subsection have been satisfied;

(b) The RTC determines that all Deficiencies identified as prerequisites to Substantial Completion have been corrected; and

(c) The RTC, after consultation with the Contractor, has established a Punch List of items remaining to be completed or corrected prior to Final Acceptance.

(4) Certificate of Substantial Completion. The RTC will issue a Certificate of Substantial Completion to the Contractor at such time as the RTC determines that Substantial Completion has occurred, under the standards and criteria set forth herein. Such Certificate shall specify the date on which Substantial Completion occurred.

(5) Responsibility to Complete the Work. Notwithstanding any other provision of this Agreement, it shall be the Contractor's continuing responsibility to complete and deliver every element, and the integrated whole, of the Work in accordance with all of the requirements of this Agreement. The issuance of a Certificate of Substantial Completion by the RTC for any element, or for the whole of the Work, shall not be construed to relieve the Contractor of this responsibility, or any part thereof. If, after the issuance of a Certificate of Substantial Completion and during the applicable Warranty period, as set forth in Section 18, the RTC discovers any Deficiency, or item not completed or otherwise requiring correction or remedial action, whether or not the item appears on any Punch List or other list of clean up items, the Contractor shall correct the Deficiency, complete the item, or otherwise remedy the condition to bring it into full compliance with this Agreement and the other Contract Documents.

B. Punch List Completion. Following Substantial Completion, the RTC will allow the Contractor reasonable access to the Site to complete the items on the Punch List established pursuant to Subsection A(3). When the Contractor believes that it has completed all items on the Punch List, it shall so notify the RTC and request a determination the Punch List Completion has been satisfied. At the time the RTC determines all such items have been completed, the RTC shall notify the Contractor that it has satisfied Punch List Completion.

C. Final Acceptance.

(1) Required Elements of Final Acceptance. Prior to Final Acceptance, the Contractor shall perform any Work that was deferred for purposes of Substantial Completion and shall satisfy

all of its other obligations under the Contract Documents, including ensuring that the Work has been completed and all components have been properly inspected and tested. The Contractor shall then submit a Request for Final Acceptance to the RTC. Final Acceptance of the Work shall be deemed to have occurred when all of the following have occurred:

(a) All requirements for Substantial Completion and Punch List Completion have been fully satisfied;

(b) The Contractor has delivered to the RTC the affidavit described in Paragraph (2) below, along with unconditional releases from all first tier Subcontractors and any lower tier Subcontractors that have filed stop notices during the term of this Agreement;

(c) All payrolls, bills for materials or work, or other indebtedness connected with the Work have been paid;

(d) All of the Contractor's personnel, supplies, waste, materials, facilities and equipment in connection with the Work have been removed from the Site, and the Contractor has restored and repaired the Site in good working order and condition;

(e) The RTC has received and accepted the assignment of all Subcontractor's and Supplier's Warranties;

(f) The RTC has received and accepted all surveys, test data and reports, and other deliverables required under the Contract Documents;

(g) All Goods, equipment, special tools, spare parts, or other materials purchased or supplied by the Contractor as provided in the Contract Documents have been delivered to and Accepted by the RTC, free and clear of liens;

(h) All of the Contractor's obligations under the Contract Documents (other than obligations which by their nature are required to be performed after Final Acceptance) have been satisfied in full or waived in writing by the RTC;

(i) The Contractor has provided the RTC with all information required for the RTC to file a Notice of Completion for the Project in recordable form and meeting all statutory requirements.

(j) The Contractor has identified a single point of contact to address the Warranty requirements of this Agreement throughout the duration of the Warranty term;

(k) The Contractor has furnished to the RTC a certification from the Contractor's Quality Manager certifying material conformity of the construction with the Contract Documents; and

(l) The Contractor has received all applicable governmental approvals required, including any necessary approvals from the City of Reno and/or Washoe County.

(2) Request for Final Acceptance. The Contractor's Request for Final Acceptance shall include an affidavit certifying that:

(a) The Work under this Agreement has been completed in strict accordance with the Contract Documents;

(b) No lawful debts for labor or materials are outstanding and no federal excise tax has been included in the Construction Price;

(c) All requests for funds for undisputed work under this Agreement, including Changes in the Work, and under all billings of whatsoever nature are accurate, complete, and final and no additional compensation over and above the final payment will be requested or is due under this Agreement or under any adjustment issued thereunder for such undisputed work;

(d) There are no outstanding claims of the Contractor, and no outstanding claims, liens or stop notices of any Subcontractor, Supplier, laborer, or utility owner relating to the Project; there is no existing default by the Contractor under any utility agreement to which the Contractor is a party, and no event has occurred which, with the passing of time or giving of notice or both, would lead to a claim relating to the Work or event of default under any utility agreement to which the Contractor is a party; and

(e) Upon receipt of final payment, the Contractor and its Subcontractors acknowledge that the RTC and any and all employees, officers, and Board members of the RTC and their authorized representatives will thereby be released, discharged, and acquitted from any and all claims or liability for additional sums on account of undisputed work performed under this Agreement.

If the Contractor is unable to include in its affidavit the statement in Subparagraph (d) above, due to matters still outstanding, its affidavit shall describe the outstanding matters in such detail as may be requested by the RTC; shall include a representation by the Contractor that it is diligently and in good faith contesting all such matters by appropriate legal proceedings, or by other means; and shall provide a status report regarding the same including an estimate of the maximum amount payable with respect to each such matter. In the event that such outstanding matters are identified by the Contractor, the RTC reserves the right to continue to hold all or part of the retainage until such matters are resolved.

(3) Notice of Completion. The RTC will inspect the Work within ten (10) Days after receipt of the Request for Final Acceptance, and will issue a Notice of Completion to the Contractor at such time as the RTC, determines that the requirements for Final Acceptance have been satisfied under the standards and criteria set forth in this section. The Notice of Completion shall specify the date on which Final Acceptance occurred. If the RTC determines, however, that there are Deficiencies or uncompleted portions of the Work, the RTC shall so notify the Contractor and the Contractor shall, at its own cost and expense, promptly remedy the Deficiencies or uncompleted Work and submit an additional Request for Final Acceptance, in accordance with the above process.

(4) Reservations. Final Acceptance will not prevent the RTC from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall it prevent the RTC from recovering from the Contractor, any surety or other provider of performance security, any overpayment sustained for failure of the Contractor to fulfill the obligations under the Contract Documents. The occurrence of the Final Acceptance Date shall not relieve the Contractor from any of its continuing obligations under this Agreement.

(5) Exceptions. Final Acceptance shall be final and conclusive except for (a) Deficiencies not readily ascertainable by the RTC; (b) actual or constructive fraud; (c) gross mistakes amounting to fraud; (d) material errors that the Contractor knew or should have known about; and (e) the RTC's rights under any warranty or guarantee. The RTC may revoke Final Acceptance at any time prior to the issuance of the final payments by the RTC upon RTC's discovery of such Deficiencies, mistakes, fraud, or errors in the Work, even if final payment has been made.

D. Relief from Maintenance Responsibility. Except as otherwise provided in Subsection C(5) or in the Notice of Completion, the Contractor shall be relieved of maintenance responsibility for the Work upon the RTC's issuance of the Notice of Completion.

E. Landscape Acceptance. The Contractor's obligations regarding Plant Establishment and the requirements for Landscape Acceptance are set forth in the Supplemental General Provisions.

F. Passage of Title. The Contractor warrants that it owns, or will own, and has, or will have, good and marketable title to all Goods, materials, equipment, tools, and supplies furnished, or to be furnished, by it and its Subcontractors that become part of the Work or are purchased for the RTC for the operation, maintenance or repair of the Work, and are free and clear of all liens. Title to all of such Goods, materials, equipment, tools, and supplies which have been delivered to the site shall pass to the RTC, free and clear of all liens, upon the earlier of incorporation into the Work, or payment by the RTC to the Contractor of invoiced amounts pertaining thereto. Notwithstanding any such passage of title, the Contractor shall retain sole care, custody and control of such materials, equipment, tools, and supplies and shall exercise due care with respect thereto, as part of the Work, until the Final Acceptance Date or until the Contractor is removed from the Project.

SEC. 20. LIQUIDATED DAMAGES

A. Time of the Essence. Time is an essential element of this Agreement, and it is important that the work be pursued vigorously to completion. The Contractor acknowledges and agrees that the RTC will suffer damages in the event of a delay, as specified below, and also that the public is subject to detriment and inconvenience when full use of infrastructure cannot be made because of an incomplete Project. The Contractor further acknowledges that because it is impracticable or extremely difficult to ascertain the exact amount of actual damages to be sustained, the Contractor and the RTC have agreed to stipulate the amount payable by the Contractor in the event of a delay or other non-performance by the Contractor.

B. Failure to Meet Completion Deadlines. Any delay beyond the Completion Deadlines will result in RTC potentially incurring significant losses, including, without limitation, loss of reputation, delay costs, and losses arising out of other contracts held by RTC and related to this Project. The Parties have agreed to the following liquidated damages as an estimate of RTC's losses and not as a penalty.

(1) Substantial Completion. If the Contractor fails to achieve Substantial Completion by the Substantial Completion Deadline in Section 5C, the Contractor agrees to liquidated damages in the amount of \$16,000 per Day for failure to meet the Substantial Completion Deadline calculated beginning on the day after the Substantial Completion Deadline and ending on the date Substantial Completion is achieved, as evidenced by the issuance of the Certificate of Substantial Completion.

(2) Punch List Completion. If the Contractor fails to achieve Punch List Completion by the Punch List Completion Deadline in Section 5C, the Contractor agrees to pay liquidated damages in the amount of \$8,000 per Day beginning on the day after the Punch List Completion Deadline and ending on the date Punch List Completion is achieved.

C. Violation of Key Personnel Requirements. If the Contractor violates the Key Personnel requirements in Section 8, the Contractor agrees to pay liquidated damages in the amount of \$12,000 per violation.

D. Assessment and Collection.

(1) Authority of Project Manager. In assessing liquidated damages, the RTC will be guided by principles of fairness and the efforts of the Contractor to comply with the Completion Deadlines specified herein. Accordingly, the RTC may, in its discretion, determine that minor failures to meet the Completion Deadlines specified in Subsection B do not warrant imposition of liquidated damages.

(2) Collection. The Contractor shall pay liquidated damages within fifteen (15) Days after notice of assessment by the RTC. In addition, the Contractor agrees that RTC may withhold payments otherwise due the Contractor under this Agreement or attach the Contractor's performance bond to cover the liquidated damages set forth above.

(3) Multiple Liquidated Damages. Any combination of multiple liquidated damages as set forth in Subsection B may be assessed, but shall not be assessed concurrently. If the Contractor is in violation of more than one (1) of the Completion Deadlines set forth in Subsection B concurrently, only the higher rate shall be assessed. In addition, however, the RTC shall have the right to charge the Contractor, its successors, assigns, or surety, the actual costs of engineering, inspection, supervision and other expenses, including overhead and legal fees, incurred by the RTC which directly result from the Contractor's failure to properly perform in accordance with the terms of this Agreement. Such sums may be withheld from final payment.

E. Other Remedies. Subject to the limitations specified in Section 26 hereof, the assessment of liquidated damages shall not preclude the RTC from exercising other rights and remedies against the Contractor, including suspension of the Work or termination of this Agreement.

SEC. 21. RIGHT TO SUSPEND WORK AND TERMINATE CONTRACT

A. RTC Rights. It is mutually agreed by the Parties that if at any time during the prosecution of the Work the RTC determines that the Work is not being performed according to this Agreement or in the best interest of RTC, the RTC may proceed in any of the following ways:

(1) temporarily suspend the execution of the work by the Contractor; or

(2) terminate this Agreement and/or the Pre-construction Services Agreement, in accordance with the Contract Documents, and thereupon either (a) proceed by selecting a new contractor to perform the Work, by using the RTC's own forces to perform the Work, by calling upon the surety to complete the work in accordance with this Agreement, or by a combination of any such methods; or (b) elect to discontinue or cancel the Project or the Work.

B. Contractor Obligations. Any excess in the cost of completing the Work beyond the Construction Price set forth in Section 6 that is incurred by the RTC because of a suspension or termination under this Section shall be charged to and paid by the Contractor or its surety.

C. Written Notice. Whenever RTC determines to suspend or terminate work under this Agreement, it shall provide a written notice sent by mail to the Contractor and to the Contractor's surety at their respective addresses. In the case of a termination, the RTC shall provide the Contractor and/or the surety ten (10) Working Days from the date of the RTC's notice to cure.

D. Other Rights. The rights of the RTC under this Section are in addition to its suspension and termination rights and remedies under the Supplemental General Provisions and the SSPWC.

SEC. 22. ALTERATIONS AND OMISSIONS

The RTC reserves the right, at any time during the progress of the Work, to alter the Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest, making allowances for additions and deductions with compensation made in accordance with this Agreement for the altered or omitted work, without constituting grounds for any claim by the Contractor for allowance for damages or for loss of anticipated profits, or for any variations

between the approximate quantities and the quantities of the Work as done. Any such alteration or omissions shall be made pursuant to a Change Order issued in accordance with this Agreement.

SEC. 23. ISSUE AND DISPUTE RESOLUTION

A. General. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the RTC, subject to the dispute resolution provisions of this Section. It is the intent of the Parties to work collaboratively to avoid and resolve disputes at the lowest level possible through the partnering relationship entered into during the Pre-construction Services phase of the Project. Nothing herein contained shall impair the Parties' rights to file suit in the appropriate court of the State of Nevada, following the exhaustion of the remedies set forth in this Section.

B. Negotiated Resolution. The parties shall first attempt to resolve the dispute informally in meetings or communications between the Contractor's Project Manager and the RTC Project Manager. If the dispute remains unresolved, the Contractor may request that the RTC Project Manager issue a recommended decision on the matter in dispute. The RTC Project Manager shall issue the recommended decision in writing and provide a copy to the Contractor. The recommended decision of the RTC Project Manager shall become final unless, within fifteen (15) Days of receipt of such recommended decision, the Contractor submits a written request for review to the RTC Executive Director. In connection with any such review, the Contractor's Project Manager and the RTC Project Manager shall be afforded an opportunity to be heard and to offer evidence on the issues presented.

C. Mediation/Arbitration. In the event that parties have been unable to reach a negotiated resolution pursuant to Subsection B, the dispute may, upon written agreement of both Parties, be submitted to mediation and/or arbitration in accordance with the commercial rules and procedures of the American Arbitration Association (AAA). The neutral mediator/arbitrator shall be selected in accordance with AAA procedures, and the mediation/arbitration hearing shall be held in the Reno, Nevada area. The parties agree to request that each of the potential mediators/arbitrators provided by the AAA have at least five (5) years of experience in construction industry disputes. The costs of the mediator/arbitrators shall be split between the parties. The result of any arbitration shall be final and binding upon both parties, subject to judicial enforcement or review in a court in the State of Nevada of competent jurisdiction and venue, in accordance with the applicable provisions of NRS 38.015 to 38.205.

D. Litigation. If a dispute is not resolved by the Parties through the operation of Subsection A and B and is not submitted to mediation/arbitration under Subsection C or is submitted to mediation under Subsection C and is not resolved by that process, either Party may bring a civil action on the matter in dispute in a court in the State of Nevada of competent jurisdiction and venue. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THE PROJECT AND TO HAVE ALL DISPUTES IN THE LITIGATION DETERMINED BY A JUDGE WITHOUT A JURY. THE PARTIES ACKNOWLEDGE THAT THEY WOULD OTHERWISE HAVE A RIGHT FOR THEIR DISPUTE TO BE HEARD BY A JURY, THAT THEY HAVE CONSULTED WITH THEIR ATTORNEYS, AND THAT THEY KNOWINGLY AND VOLUNTARILY AGREE TO THIS WAIVER.

E. Actions During Dispute Resolution. Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with the performance of its obligations under this Agreement (including those matters giving rise to the dispute) in accordance with the direction of the RTC; provided that the action of the Contractor in proceeding with such performance shall not prejudice its position in the dispute resolution process.

F. Alternative Dispute Resolution. If agreed to by both Parties, disputes may be resolved by a mutually agreed upon alternative dispute resolution process (which may include structured negotiations) that is different from the processes specified in this Section.

SEC. 24. ACCESS TO RECORDS AND AUDITS

A. General. The Contractor agrees to maintain all records relating to the performance of the Work, at a location or in a manner readily accessible to the RTC, for the period of time specified in Subsection B. The Contractor further agrees that the RTC, the FHWA, and the Comptroller General of the United States, and any of their authorized representatives, shall have access, at any reasonable time, to inspect, copy, and audit the records and documents of the Contractor and its Subcontractors and Suppliers, relating to any labor, materials, payrolls, invoices, plant, equipment, or activities relating to the performance of this Agreement. These inspection and audit rights extend to any cost and pricing data relating to Changes Orders, use of the Risk Register Account or Owner Contingency, Subcontractor pricing and bids, and Contractor overhead and other markups. Any overpayment, unsubstantiated billing or payment, or billing or payment for work not performed in accordance with the Contract Documents that is discovered in any such inspection or audit shall be either charged against the Contractor's future invoices, deducted from

final payment to the Contractor, or paid directly to the RTC by the Contractor, as directed by the RTC.

B. Duration. Access to records in accordance with this Section shall be given or obtained both during the performance of the Work and for the later of: (1) the three (3) year period beginning on the date of Final Acceptance; or (2) the final resolution of any litigation or claims arising out of this Agreement.

SEC. 25. ESCROW OF PRICING DOCUMENTS

A. Requirements for Proprietary Pricing Documents.

(1) Submittal of Documentation. The Contractor shall submit to the RTC one (1) copy of all documentary information generated in preparation of its price proposal for the Work and in development of the Cost of the Work and the Construction Price, including the same information from all Subcontractors to be used to perform any portion of the Work. The Contractor shall provide a full index of all materials and documentation supplied. Documents shall be stored in a secure and locked container. This documentation is hereinafter referred to as “Proprietary Pricing Documents” and is further described in Subsection B below.

(2) Identification of Documents. The Contractor shall submit its Proprietary Pricing Documents in one or more sealed containers, clearly marked on the outside with:

- (a) Label “Proprietary Pricing Documents”;
- (b) Contractor’s full legal name and date of its submittal; and
- (c) The name of the Project.

(3) Escrow of Documents. The Proprietary Pricing Documents shall be held by the RTC in escrow for the duration of this Agreement, in accordance with this Section. The Proprietary Pricing Documents are not public records but are, and shall always remain, the property of the Contractor, subject to joint review by the RTC and the Contractor, and any local, state, or Federal law enforcement or regulatory agencies requesting access to these documents.

(4) Use of Documents. If needed, Proprietary Pricing Documents will be used by the RTC and the Contractor to assist in the negotiation and/or settlement of claims and disputes, Change Order pricing, review and analysis of significant changes in the Contractor’s approach from that used or assumed in developing the Cost of the Work and the Construction Price or the

Proprietary Pricing Documents, and other contractual matters. The Proprietary Pricing Documents will not be used for evaluation or acceptance of the Contractor's anticipated methods of construction or, except for claims and disputes, for other matters related to the implementation of the Work. The Proprietary Pricing Documents constitute all the information used in the development of the Cost of the Work and the Construction Price, and no other Contractor pricing information shall be considered in resolving claims, disputes, or Change Order pricing.

(5) Characterization of Documents. Nothing in the Proprietary Pricing Documents shall change or modify the terms or conditions in this Agreement. Further, the Proprietary Pricing Documents are not part of the Contract Documents.

B. Document Format and Contents.

(1) Format. The Contractor shall prepare its Proprietary Pricing Documents in its normal cost-estimating format, and shall identify all costs. The preparation and submittal of the Proprietary Pricing Documents shall be at the sole expense of the Contractor. All Documents shall be in the English language and all dimensions shall be in the English Imperial (lb./foot/sec.) system.

(2) Required Contents. The Proprietary Pricing Documents shall include:

- (a) All quantity takeoffs;
- (b) Calculations or rates of production and progress;
- (c) Copies of quotes from Subcontractors and Suppliers and Subcontractor scope letters;
- (d) Calculations of labor rates, equipment rates, and overhead rates;
- (e) Memoranda, narratives, working papers, and computer printouts relating to the preparation of the price proposal;
- (f) All add/deduct sheets;
- (g) Assumptions regarding the scope of Work and requirements of this Agreement;
- (h) Copies, on CD or DVD (readable by Windows Explorer or Adobe Acrobat) of all computer data files containing electronic schedules, cut/add sheets, material takeoff

sheets, bid estimate sheets, bid proposals, recap sheets, vendor quotations, as-planned schedules, preliminary schedules, Subcontractor scope letters, and computer printouts of the electronic schedule; and

(i) All other information used by the Contractor to arrive at the prices contained in the Cost of the Work and the Construction Price.

C. Incorporation of Certification. The Contractor shall execute and submit the following Certification with the Proprietary Pricing Documents:

“I certify under penalty of perjury and pursuant to the laws of the State of Nevada that all the Proprietary Pricing Documents submitted to the RTC (including any supplemental materials required by the RTC) constitute all the information used in the development of the Cost of the Work and the Construction Price, and I further certify I have personally examined the contents of the Proprietary Pricing Documents and found that the documents herewith submitted are complete that no other pricing preparation information exists. I further certify that no information or materials other than the documentation in the Proprietary Pricing Documents will be introduced, advanced, or used by the Contractor in connection with any claim, dispute, or litigation arising under or relating to Construction Contract between the Contractor and the RTC.”

D. Review and Supplementation.

(1) Review of Submitted Documents. As soon as practicable after delivery of the Proprietary Pricing Documents under Subsection A above, the RTC and the Contractor will jointly review the Proprietary Pricing Documents to determine whether they are complete and to identify any additional pricing information required based on the final negotiations over the Cost of the Work and the Construction Price. If, following this review, the RTC determines that the Proprietary Pricing Documents are incomplete or additional information is otherwise required, the Contractor shall provide the requested supplemental pricing materials to the RTC in accordance with Paragraph (2).

(2) Addition to Supplemental Materials. The Contractor shall deliver any supplemental pricing materials to the RTC within forty-eight (48) hours after the RTC’s request. The RTC and the Contractor shall review the supplemental materials to ensure completeness, and the supplemental materials shall be added to the Proprietary Pricing Documents in the presence of RTC representatives. Except as provided in this Subsection, no other materials shall be added to

the Proprietary Price Documents, and no materials in the original submittal shall be replaced. An updated copy of the index of documents contained in the Proprietary Pricing Documentation shall be provided to RTC upon delivery of the supplemental pricing materials under this Subsection.

E. Storage and Access.

(1) Location. The RTC will place the Proprietary Pricing Documents in either a secure location at the RTC or in a secure off-site location, in its discretion. The RTC will be responsible for the costs of storage and escrow fees.

(2) Access. Access to the Proprietary Pricing Documents shall be limited to the RTC, the Contractor, any local, state, or Federal law enforcement or regulatory agency requesting access to these documents, and any agent or consultant of any of the foregoing entities.

F. Examination After Execution of Agreement.

(1) Parties with Access. The Proprietary Pricing Documents may be examined at any time deemed necessary after execution of this Agreement as follows:

(a) by the RTC and the Contractor, to assist in the consideration and resolution of matters described in Subsection A(4) above; or

(b) by any local, state, or Federal law enforcement or regulatory agency, to assist in any agency investigation.

(2) Conditioning on Examination.

(a) The RTC and the Contractor shall each designate, in writing to the other, and a minimum of three (3) Days prior to examination, representative(s) who are authorized to examine the Proprietary Pricing Documents.

(b) Access to the Proprietary Pricing Documents will take place only by duly designated authorized representatives of both the RTC and the Contractor (or by authorized representatives of a law enforcement or regulatory agency).

(c) Neither Party will reproduce any of the Proprietary Pricing Documents without the agreement of the other Party.

(3) Return to Contractor. The Proprietary Pricing Documents will be returned to the Contractor following the later of (a) Final Acceptance and Notice of Completion in accordance

with this Agreement; or (b) the resolution of all claims, disputes, and/or litigation arising under or relating to this Agreement or the performance of the Work.

SEC. 26. EXCLUSION OF CONSEQUENTIAL DAMAGES

A. Exclusion. Except as provided in Subsection B below, in no event shall either Party be liable to the other Party for any “consequential damages” arising out of performance of the Work or implementation of the Contract Documents (or failure to perform hereunder), and each Party hereby releases the other from such liability. The term “consequential damages” means those special, indirect, or incidental damages that flow naturally and inevitably from an action or failure to act, such as fare revenue losses, loss of use, cost of capital, debit service, loss of profit on related contracts, administrative costs, claims of taxpayers and other indirect damage. The foregoing shall apply to limit liability under actions brought under any theory of law, including actions in tort (including negligence) as well as in contract, and shall extend to Subcontractors. The Contractor shall assure that the originally executed Subcontract with each of its Subcontractors includes a similar exclusion of consequential damages that extends to the RTC.

B. Exceptions to Exclusion. The exclusion of consequential damages set forth in Subsection A above shall not exclude or affect:

(1) The Contractor’s obligation to pay liquidated damages in accordance with Section 20 of this Agreement.

(2) Any liability for fraud, reckless or willful misconduct, or criminal acts;

(3) Any liability with respect to indemnification for Third Party claims; or

(4) Any liability for any type of damage or loss to the extent such loss or damage is covered by the proceeds of insurance provided under project specific policies applicable to the Project or other coverages required under this Agreement.

SEC. 27. NOT USED

SEC. 28. SUCCESSORS AND ASSIGNEES

This Agreement will bind the successors, assignees, and representatives of the Parties hereto. This Agreement may not be assigned by the Contractor, or its right, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of, without the prior written consent of the RTC. Any attempt to assign this Agreement without RTC’s written consent is null and void.

Additional requirements related to subletting and assignment of the Agreement, and reference to 29 CFR 1926, are included in “Prosecution and Progress” in Exhibit J.

SEC. 29. INDEPENDENT CONTRACTOR

The relationship of the Contractor to RTC is that of an independent contractor, and the Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status, that it will neither hold itself out as nor claim to be an officer or employee of RTC by reason hereof, and that it will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of RTC, including, but not limited to, workers’ compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The Contractor agrees that it is responsible for the performance of the Work in accordance with its own means and methods and responsible for all wages, salaries, and benefits of its employees, including determining appropriate rates of pay.

SEC. 30. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, County, and City laws, codes, ordinances, rules, and regulations, whether or not specifically referenced in this Agreement. The Contractor affirms that it has familiarized itself with the requirements of any and all applicable Federal, State, County, and City laws, codes, ordinances, rules, and regulations, including the conditions of any required licenses and permits, prior to entering into this Agreement. The Contractor shall be responsible for complying with any and all off such requirements at its sole cost and expense and without any increase in the Construction Price or extension to the Contract Time due to such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in this Agreement or in the Construction Price.

SEC. 31. PREVAILING WAGE AND APPRENTICESHIP REQUIREMENTS

A. Prevailing Wage. The “Davis-Bacon Wage Determinations for Highway Construction Projects” and the Nevada Labor Commissioner prevailing wage rates for public works contracts apply to the Project. The wage rate and fringe benefits listed in the “Davis-Bacon Wage Determinations for Highway Construction Projects” shall be paid unless a higher wage rate and fringe benefits is listed by the Nevada Labor Commissioner, in which case, the higher wage rate

and fringe benefits shall be paid (see NRS 338.020 to 338.090, inclusive). The Davis-Bacon wage rates and Nevada prevailing wage rates are attached as Exhibit L.

(1) In addition to the requirements set out in Section 100.15 – “Compliance With Laws And Local Labor And Material Requirements” of the Standard Specifications, the Contractor shall comply with all requirements in NRS chapter 338. The Contractor’s attention is specifically directed to the reporting requirements stipulated under NRS 338.070 and the consequences of violating prevailing wage payments or reporting requirements stipulated under NRS 338.060. Pursuant to NRS 338.060, the Nevada legislature has adopted certain penalties if workers on public work projects are paid less than the designated prevailing wage rate. The provisions of NRS 338.060 are incorporated herein by this reference. The Contractor agrees to comply with the provisions of NRS 338.060 and Contractor’s failure to comply with the provisions of NRS 338.060 shall have the effects set forth in NRS 338.060. It shall be Contractor’s responsibility to comply with, and ensure compliance by all Subcontractors (at ALL tiers) with, these provisions.

(2) The Contractor and all Subcontractors (at ALL tiers) are required to submit certified payroll reports and labor compliance documentation using the RTC’s electronic certified payroll system. The Contractor and each Subcontractor will be given a Log On identification and password to access the system. The required documentation shall be transmitted to Pamela Fox-Reid at wagecomplyrtc@trifoxllc.com. The name and contact information of the Payroll Officer who prepared the required documentation shall be displayed clearly on reports.

(3) The Contractor shall also provide a “Weekly Subcontractor Report” listing all subcontractors who worked on the project the previous week. This report shall be updated and submitted electronically to wagecomplyrtc@trifoxllc.com. An electronic copy of the “Weekly Subcontractor Report” in Microsoft Excel can be obtained from RTC’s project manager.

B. Apprentices. The Contractor is required to comply with the Apprenticeship Utilization Act, as amended by Senate Bill 82 in the 2023 82nd Nevada Legislative Session. For information regarding the Apprenticeship Utilization Act, please contact the Nevada Labor Commissioner or visit its website at <http://labor.nv.gov/>

SEC. 32. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

NDOT has established a DBE goal for this Agreement, and has specified DBE training hour requirements. The combined DBE goal for the Work is six point six zero percent (6.60%). The DBE training hour requirement is 1,600 hours. The Contractor shall comply, throughout the performance of the Work, with the DBE provisions set forth in Exhibit H and the NDOT required

specifications incorporated into Exhibit J. Failure to comply with the DBE provisions may give rise to sanctions as provided in Exhibit H.

SEC. 33. EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

A. EEO Program. The Contractor shall implement and maintain an EEO/Affirmative Action Program in accordance with Federal guidelines.

B. Nondiscrimination. The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(1) The Contractor shall notify all potential subcontractors and suppliers of his/her equal employment opportunity (EEO) obligations under the Construction Contract.

(2) Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to the Construction Contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from NDOT.

(3) The Contractor will use its best efforts to ensure subcontractor compliance with their EEO obligations.

C. EEO Contract Provisions. The Contractor shall comply with the following EEO contract provisions set forth in Exhibit J:

(1) Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)";

(2) ADDITIONAL CONTRACT PROVISIONS - SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS;

(3) STANDARD EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246);

(4) ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions;

D. EEO Specifications. The Contractor shall comply with the NDOT required EEO specifications incorporated into Exhibit J.

E. EEO Records and Report. The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of RTC, NDOT and the FHWA.

(1) The records kept by the Contractor shall document the following:

(a) The number of minority and non-minority group members and women employed in each work classification on the Project;

(b) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(c) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(d) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

(2) The Contractor will submit an annual report to the RTC and NDOT each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by this Agreement. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

SEC. 34. BUY AMERICA AND BUILD AMERICA, BUY AMERICA REQUIREMENTS

A. Contract Provisions. The Contractor shall comply with the Buy America and Build America, Buy America provisions set forth in Exhibit J.

B. Specifications. The Contractor shall comply with the NDOT required Buy America and Build America, Buy America specifications incorporated into Exhibit J.

SEC. 35. OTHER FEDERAL REQUIREMENTS

A. Federal Requirements. As reflected elsewhere in this Agreement, the Work will be financed in part with federal funds administered by NDOT on behalf of the FHWA, and is therefore subject to certain federal statutes, rules and regulations applicable to work financed with federal funds. In addition to the federal requirements referenced elsewhere in this Agreement, the Contractor shall comply and require its Subcontractors to comply with all applicable federal

requirements, including the federal requirements set forth in Exhibit J. The documents in Exhibit J are subject to federal “flow down” requirements and must be included in all agreements between the Contractor and its Subcontractors and their subcontractors (at ALL tiers). In the event of any conflict between any applicable federal requirements and the other requirements of the Contract Documents, the federal requirements shall prevail, take precedence and be in force over and against any such conflicting provisions.

B. Certifications and Affidavits. The Contractor has completed and signed the following attached as Exhibit K: (1) Form IC - Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (2) Form NC - Affidavit of Non-Collusion, (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities”; and (4) Form BAC - Buy America Certificate. The Contractor affirms that such certifications will remain valid and shall immediately notify the RTC if circumstances change that affect the validity of these certifications. Completion of Form SF-LLL is a continuing obligation for the Contractor to disclose lobbying activities.

SEC. 36. OTHER PROVISIONS OF NRS CHAPTER 338

A. Nondiscrimination. Pursuant to NRS Section 338.125(2), in connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard 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, without limitation, apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

B. Preferential Employment. Pursuant to NRS 338.130, the Nevada legislature has adopted certain preferential hiring practices in relation to contracts for the construction of public works. The provisions of NRS Section 338.130 are incorporated herein by this reference. The Contractor agrees to comply with the provisions of NRS Section 338.130 and the Contractor’s failure to comply with the provisions of NRS Section 338.130 shall have the effects set forth in NRS 338.130.

SEC. 37. CONTINUED EFFECT OF PRE-CONSTRUCTION SERVICES AGREEMENT

All provisions of the Pre-Construction Services Agreement, including all exhibits, remain in full force and effect unless amended by this Agreement.

SEC. 38. APPLICABLE LAW AND VENUE

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe, and the Parties hereto submit to the jurisdiction of that District Court.

SEC. 39. SEVERABILITY

If any provision or provisions of this Agreement is held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

SEC. 40. NO THIRD-PARTY BENEFICIARIES

This Agreement and the rights and obligations arising therefrom are strictly for the benefit of the Parties to this Agreement. The Parties agree that any benefit asserted by any Third Party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit arising from the performance or non-performance of this Agreement and is not intended to create a right of action in any person not a signatory to this Agreement.

SEC. 41. COUNTERPARTS; EFFECTIVE DATE

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument. This Agreement shall be effective on the date executed by the last Party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their endorsements.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

GRANITE CONSTRUCTION COMPANY

By: _____
Chris Burke, Vice President/Region Manager

EXHIBIT A
CPM SCHEDULE

Activity ID	Activity Name	Original Duration	Actual Duration	Remaining Duration	Total Piers	Start	Finish	Calendar
Granite RTC Arlington Ave Bridges Project R1								
Project Milestones								
A1000	NTP (May 5, 2025)	412	0	412	0	07-Oct-24	05-May-26	Standard 7 Day Calendar
A1040	Working Days Prior to Shutdown (5 day)	0	0	0	0	05-May-25*	05-May-26	Standard 5 Day Workweek
A1050	Working Days Prior to Shutdown (6 day)	103	0	103	107	01-Jul-25	30-Jun-25	In-River Work Season - 6 day
A1470	Working Days Prior to Shutdown (5 day)	34	0	34	0	31-Oct-25	17-Dec-25	Standard 5 Day Workweek
A1480	Working Days After to Shutdown (5 day)	35	0	35	0	17-Mar-26	05-May-26	Standard 5 Day Workweek
Procurement								
A1430	NTP (October 7, 2024) Procurement	180	0	180	148	07-Oct-24	04-Apr-25	Standard 7 Day Calendar
A1440	Bridge Girders Procurement	180	0	180	148	07-Oct-24	04-Apr-25	Standard 7 Day Calendar
A1450	Bearing Pads Procurement	120	0	120	205	07-Oct-24	03-Feb-25	Standard 7 Day Calendar
Construction								
Stage 1: Utilities & Prep Work								
UT1010	Develop Dewatering System	49	0	49	213	05-May-25	10-Jul-25	Standard 5 day Workweek
UT1020	Develop Temp Power System	5	0	5	9	05-May-25	09-May-25	Standard 5 Day Workweek
UT1060	Develop Temp Irrigation System	5	0	5	9	12-May-25	16-May-25	Standard 5 Day Workweek
UT1000	Utility Work - 1st Street Drainage	10	0	10	28	19-May-25	29-May-25	Standard 5 Day Workweek
UT1050	NB FRP's OH & Overlooks - Precast Onsite	20	0	20	9	19-May-25	13-Jun-25	Standard 5 Day Workweek
UT1030	NB Bridge Excavation Outside of River	20	0	20	213	13-Jun-25	10-Jul-25	Standard 5 Day Workweek
A1090	NB - Shoring Sub outside River	18	0	18	9	16-Jun-25	09-Jul-25	Standard 5 Day Workweek
A1060	NB - Fabricate Forms	97	0	97	124	01-Jul-25	13-Nov-25	Standard 5 Day Workweek
Stage 2: North Bridge Work								
River Diversion North Bridge								
DNB100	NB Install River Diversion	5	0	5	0	01-Jul-25	14-Jul-25	In-River Work Season - 5 day
DNB110	NB Install Dewatering System	5	0	5	0	08-Jul-25	07-Jul-25	In-River Work Season - 5 day
A1100	NB - Shoring Sub In-River	5	0	5	0	06-Jul-25	14-Jul-25	Standard 5 Day Workweek
Reconstruct Whitewater Park								
A1340	NB - Grouted Rock Demo	48	0	48	0	15-Jul-25	10-Sep-25	In-River Work Season - 6 day
A1350	NB - Rip Rap and Cobble Demo	8	0	8	0	15-Jul-25	23-Jul-25	In-River Work Season - 6 day
A1360	NB - Re-grade River Bed	10	0	10	0	24-Jul-25	04-Aug-25	In-River Work Season - 6 day
A1370	NB - Build Drop Structure Slab and Walls	2	0	2	0	04-Aug-25	06-Aug-25	In-River Work Season - 6 day
A1380	NB - Stone Subgrade	9	0	9	3	07-Aug-25	16-Aug-25	In-River Work Season - 6 day
A1390	NB - New Rip Rap Placement	3	0	3	0	07-Aug-25	11-Aug-25	In-River Work Season - 6 day
A1400	NB - New Grouted Rock Install, shape	8	0	8	0	11-Aug-25	20-Aug-25	In-River Work Season - 6 day
A1410	NB - Place Grout	17	0	17	0	20-Aug-25	10-Sep-25	In-River Work Season - 6 day
Bridge Substructure								
S1006	NB Demo Bridge	41	0	41	0	08-Jul-25	23-Aug-25	In-River Work Season - 6 day
S2024	NB Bridge Excavation - Spread Footings	7	0	7	0	08-Jul-25	11-Jul-25	In-River Work Season - 6 day
S1010	NB Form Footing Pier	4	0	4	0	15-Jul-25	22-Jul-25	In-River Work Season - 6 day
A1150	NB - Form Abutment 1 Footing	3	0	3	0	23-Jul-25	25-Jul-25	In-River Work Season - 6 day
A1160	NB - Form Abutment 2 Footing	2	0	2	0	23-Jul-25	25-Jul-25	In-River Work Season - 6 day
A1110	NB - Footing Rebar	2	0	2	0	23-Jul-25	26-Jul-25	In-River Work Season - 6 day
A1120	NB - Pour 3 Bridge Footings	2	0	2	0	25-Jul-25	28-Jul-25	In-River Work Season - 6 day
A1130	NB - Strip 3 Bridge Footings	1	0	1	0	26-Jul-25	29-Jul-25	In-River Work Season - 6 day
A1140	NB - Tie Wall Steel Abutment 1 & 2 & Pier	3	0	3	0	29-Jul-25	01-Aug-25	In-River Work Season - 6 day
S1011	NB Form Walls Pier	5	0	5	0	31-Jul-25	06-Aug-25	In-River Work Season - 6 day

Legend:
 Actual Work: [Red bar]
 Remaining Work: [Green bar]
 Milestone: [Diamond symbol]

Summary:
 Critical Remaining Work: [Red bar]
 Milestone: [Diamond symbol]

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Actual Duration	Remaining Duration	Total Feet	Start	Finish
CD#242	NB Form South Abutment Walls	5	0	5	0	31-Jul-25	06-Aug-25
CD#262	NB Form North Abutment Walls	5	0	5	0	31-Jul-25	06-Aug-25
A1180	NB - Pour Abutment 1	1	0	1	0	06-Aug-25	06-Aug-25
A1180	NB - Pour Abutment 2	1	0	1	0	07-Aug-25	07-Aug-25
A1200	NB - Cure Time	6	0	6	0	07-Aug-25	14-Aug-25
A1210	NB - Strip 3 Wall Forms	5	0	5	0	08-Aug-25	14-Aug-25
A1230	NB - Backfill 3 Bridge Walls	8	0	8	0	14-Aug-25	23-Aug-25
NB Retaining Wall/Bike Path							
A1460	RW Excavation	3	0	3	161	23-Jul-25	27-Aug-25
A1240	NB - Backfill Abutment for Footing Placement	2	0	2	189	23-Jul-25	28-Jul-25
A1250	NB - Form Footing / Invert	2	0	2	0	14-Aug-25	16-Aug-25
A1260	NB - Install Rebar Footing	1	0	1	0	16-Aug-25	18-Aug-25
A1270	NB - Strip Footing / Invert Forms	1	0	1	0	19-Aug-25	19-Aug-25
A1280	NB - Install Rebar Walls	1	0	1	0	19-Aug-25	20-Aug-25
A1290	NB - Form Retaining Walls	1	0	1	0	20-Aug-25	21-Aug-25
A1300	NB - Form Retaining Walls	2	0	2	0	21-Aug-25	22-Aug-25
A1310	NB - Pour Retaining Walls	2	0	2	0	22-Aug-25	25-Aug-25
Girders and Deck							
A1320	NB - Prep and Set Bearing Pads	55	0	55	108	28-Aug-25	30-Aug-25
A1330	NB - Set Girders & Gout Keyways	3	0	3	0	28-Aug-25	30-Aug-25
S1016	NB Prep Girders for Concrete	2	0	2	0	04-Sep-25	04-Sep-25
S1017	NB Remove Diversion	5	0	5	1	04-Sep-25	08-Sep-25
S1019	NB Bridge Sidewalk	10	0	10	1	10-Sep-25	22-Sep-25
S1020	NB FPS Pilasters	6	0	6	131	22-Sep-25	29-Sep-25
S1021	NB Metal Railing	15	0	15	131	29-Sep-25	15-Oct-25
S1022	NB Abut 1 Approach Slab	10	0	10	131	15-Oct-25	27-Oct-25
S1023	NB Abut 2 Approach Slab	7	0	7	131	27-Oct-25	04-Nov-25
Stages 3: South Bridge Work							
South Bridge Diversion and Demo							
RD1000	SB 2nd River Diversion	8	0	8	0	10-Sep-25	22-Sep-25
DSB102	SB Demo Bridge	3	0	3	0	10-Sep-25	12-Sep-25
DSB100	SB Install Dewatering System	2	0	2	0	12-Sep-25	16-Sep-25
DSB122	SB Bridge Excavation & Shoring	5	0	5	0	16-Sep-25	22-Sep-25
South Bridge Substructure							
S2084	SB Form North Abutment Footings	29	0	29	109	22-Sep-25	25-Oct-25
S2084	SB Form South Abutment Footings	2	0	2	0	22-Sep-25	24-Sep-25
S2144	SB Rebar Abutment Footings	2	0	2	0	22-Sep-25	24-Sep-25
S2114	SB Pour South Abutment Footings	1	0	1	0	24-Sep-25	25-Sep-25
S2134	SB Pour North Abutment Footings	1	0	1	0	25-Sep-25	26-Sep-25
S2124	SB Ship Abutment Footings	1	0	1	0	26-Sep-25	27-Sep-25
S2154	SB Rebar Abutment Walls	2	0	2	0	27-Sep-25	29-Sep-25
S2074	SB Form Abutment Walls	6	0	6	0	30-Sep-25	06-Oct-25
S2094	SB Pour Abutment Walls	6	0	6	0	07-Oct-25	13-Oct-25
S2164	SB Strip-Abutment Walls	2	0	2	0	14-Oct-25	16-Oct-25
S2174	SB Abutment Walls Cure Time	6	0	6	0	14-Oct-25	20-Oct-25

Legend: █ Actual Work, █ Critical Remaining Work, █ Remaining Work, ◆ Milestone, ▶ Summary

TASK filter: All Activities

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EXHIBIT B
WORKING DAY CALENDAR

Activity ID	Activity Name	Calendar												
		Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	
7-Day Workweek														
Standard 7 Day Calendar														
A1430	NTP (October 7, 2024) Procurement													
A1440	Bridge Girders Procurement													
A1450	Bealing Pads Procurement													
A1000	NTP (May 5, 2025)													
R2090	Winter Shutdown													
(New Calendar)														
In-River Work Season - 6 day (10hr)														
A1050	Working Days Prior to Shutdown (6 day)													
S1006	NB Demo Bridge													
DNB120	NB - Clear and Grab River													
S2024	NB Bridge Excavation - Spread Footings													
A1340	NB - Grouted Rock Demo													
S1010	NB Form Footing Pier													
A1150	NB - Form Abutment 1 Footing													
A1160	NB - Form Abutment 2 Footing													
A1480	RW Excavation													
A1350	NB - Rip Rap and Cobble Demo													
A1110	NB - Footing Rebar													
A1120	NB - Pour 3 Bridge Footings													
A1130	NB - Strip 3 Bridge Footings													
A1140	NB - Tie Steel Abutment 1 & 2 & Pier													
S1011	NB Form Walls Pier													
CDP242	NB Form South Abutment Walls													
CDP262	NB Form North Abutment Walls													
A1360	NB - Re-grade River Bed													
A1180	NB - Pour Abutment 1													
A1190	NB - Pour Abutment 2													
A1200	NB - Pour Pier Wall													
A1370	NB - Build Drop Structure Slab and Walls													
A1380	NB - Stone Subgrade													
A1220	NB - Cure Time													
A1210	NB - Strip 3 Wall Forms													
A1390	NB - New Rip Rap Placement													
A1230	NB - Backfill 3 Bridge Walls													
A1240	NB - Backfill Abutment for Footing Placement													
A1250	NB - Form Footing / Invert													
A1260	NB - Install Rebar Footing													
A1270	NB - Pour Footing / Invert													
A1400	NB - New Grouted Rock Install, shape													
A1280	NB - Strip Footing / Invert Forms													
A1290	NB - Install Rebar Walls													
A1300	NB - Form Retaining Walls													
A1310	NB - Pour Retaining Walls													
A1410	NB - Place Grout													

■ Actual Level of Effort
■ Actual Work
■ Remaining Work
◆ Milestone
◆ Critical Remaining Work
◆ summary

TASK filter: All Activities

7 Day Workweek

October-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	31	

November-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
						30

December-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

January-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

February-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	2	3	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28

7 Day Workweek

March-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						1	
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

April-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			

May-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

June-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30					

July-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

7 Day Workweek

August-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						

September-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30				

October-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

November-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						1	
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

December-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			

7 Day Workweek

January-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30
						31

February-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
						28

March-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

April-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

May-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
	31					30

In-River Work Season - 6 day (10hr)

October-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	31	

November-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
						30

December-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

January-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

February-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	2	3	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28

In-River Work Season - 6 day (10hr)

March-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						1	
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

April-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			

May-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

June-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30					

July-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

In-River Work Season - 6 day (10hr)

August-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 2
	3	4	5	6	7	8 9
	10	11	12	13	14	15 16
	17	18	19	20	21	22 23
	24	25	26	27	28	29 30
	31					

September-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 6
	7	8	9	10	11	12 13
	14	15	16	17	18	19 20
	21	22	23	24	25	26 27
	28	29	30			

October-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3 4
	5	6	7	8	9	10 11
	12	13	14	15	16	17 18
	19	20	21	22	23	24 25
	26	27	28	29	30	31

November-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	2	3	4	5	6	7 8
	9	10	11	12	13	14 15
	16	17	18	19	20	21 22
	23	24	25	26	27	28 29
	30	31				

December-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 6
	7	8	9	10	11	12 13
	14	15	16	17	18	19 20
	21	22	23	24	25	26 27
	28	29	30	31		

In-River Work Season - 6 day (10hr)

January-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

February-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28

March-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

April-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

May-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						

Standard 5 Day Workweek

October-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	31	

November-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
						30

December-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

January-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

February-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	2	3	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
						29

Standard 5 Day Workweek

March-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	2	3	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
	30	31				

April-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30		

May-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30
						31

June-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30				

July-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	31	

Standard 5 Day Workweek

August-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3 4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Standard 5 Day Workweek

January-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30
						31

February-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
						28

March-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

April-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

May-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
	31					30

Standard 5 Day Workweek (10hr)

October-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

November-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

December-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

January-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

February-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						1	
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	

Standard 5 Day Workweek (10hr)

March-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	2	3	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
	30	31				

April-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30		

May-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30
						31

June-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30				

July-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	31	

Standard 5 Day Workweek (10hr)

August-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
	31					30

September-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
	7	8	9	10	11	12
	14	15	16	17	18	19
	21	22	23	24	25	26
	28	29	30			

October-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

November-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	2	3	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
	30	31				29

December-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
	7	8	9	10	11	12
	14	15	16	17	18	19
	21	22	23	24	25	26
	28	29	30	31		6

Standard 5 Day Workweek (10hr)

January-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30
						31

February-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
						28

March-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

April-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

May-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
	31					30

In-River Work Season - 5 day (10hr)

October-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	31	

November-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
						30

December-24

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

January-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

February-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	2	3	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
						29

In-River Work Season - 5 day (10hr)

March-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

April-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			

May-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

June-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30					

July-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

In-River Work Season - 5 day (10hr)

August-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
	31					30

September-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
	7	8	9	10	11	12
	14	15	16	17	18	19
	21	22	23	24	25	26
	28	29	30			27

October-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

November-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
	2	3	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
	30	31				29

December-25

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
	7	8	9	10	11	12
	14	15	16	17	18	19
	21	22	23	24	25	26
	28	29	30	31		27

In-River Work Season - 5 day (10hr)

January-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

February-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28

March-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

April-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

May-26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						

EXHIBIT C

**DETAILED COST OF THE WORK, SCHEDULE OF VALUES, AND TRO
RATES**

TIME RELATED OVERHEAD (TRO) RATE

The Parties agreed to a time related overhead (TRO) rate when developing the Cost of the Work. The derivation and related backup for this TRO rate are included in the Proprietary Pricing Documents.

The Contractor agrees to use the following daily, not-to-exceed (NTE) TRO rates pursuant to Section 15(D) of the Contract.

Calendar Year 2025 TRO Rate Per Working Day (NTE): \$ 11,500.43

Calendar Year 2026 TRO Rate Per Working Day (NTE): \$ 7,165.32

GRANITE CONSTRUCTION COMPANY

By: _____

Brian Roll
Project Manager

EXHIBIT D

RISK REGISTER ACCOUNT AND EVENTS

EXHIBIT D

RISK REGISTER ACCOUNT AND EVENTS

The Risk Register Events outlined in this Exhibit are not included in the Contractor's Cost of Work. However, these Risk Register Events are eligible for relief per Section 6, paragraph D. The Contractor's Cost of Work does not include any risk, contingency, or liability associated with these risk events except as defined in this Exhibit. In the event of any conflict between the Risk Register Account and Events Specifications and the Risk Reserve Matrix, the Risk Register Account and Events Specifications shall take precedence.

The Risk Register Account and Events are defined as follows:

Risk #1: Weather Impacts and Schedule Recovery ("Risk Reserve – Provisional" item)

(1) **Description:** The risk that a persistent weather act or event constituting an Excusable Delay impacts Contractor's ability to perform the in-river Work and requires extra work to recover project schedule.

(2) **Risk Trigger:** The Risk Register Event is triggered when multiple weather days occur which impact work progress in accordance with the definition of an Excusable Delay as outlined in Section 14 and Work is required on Sunday to recover lost days due to weather events. The Contractor shall notify the RTC of the delay (or the threat to delay) in accordance with Section 5(E) of the Contract. The RTC shall evaluate the delay in accordance with the requirements outlined in Section 14 of the Contract.

(3) **Cost Assumptions:** The Cost of Work is based on a six-day work week (Monday-Saturday) to meet the CPM Schedule for in-river Work. The Cost of Work does not include additional Work necessary to recover lost days due to weather for in-river Work. This item is to provide a Crew-Day using the provisional unit price listed in item 4 below for this Risk Register Event. This provisional unit price includes all associated costs required to provide the additional Work crew (3 carpenters, 1 laborer, and 1 carpenter foreman) to perform necessary 12-hour Crew-Day Work on Sundays during the in-water construction.

(4) **Payment:** This Risk Register Event will be paid out of the Risk Register Account as a provisional bid item at the agreed unit price as shown in the following table. The unit price includes the CMAR Fee.

Unit	Estimated Quantity	Cost/Unit
Crew-Day	16	\$2,811.30

Risk #2: Noise Impacts ("Risk Reserve" item)

(1) **Description:** The risk that the Contractor's construction noise disturbs the public thereby requiring additional noise mitigation measures beyond what was included in the Cost of the Work inclusive of modifying the means, methods, hours of operation or equipment to perform the Work beyond what was assumed in the Cost of the Work as specified in the Special Provisions Section 1.02A.

(2) **Risk Trigger:** The Risk Register Event is triggered by the RTC directing the Contractor to include additional noise mitigation measures or to modify their means, method, hours of operation or equipment to address complaints from the public. If this risk results in actual or potential situations that will delay or threaten to delay the timely performance of the Work in accordance with the CPM Schedule, the Contractor shall notify the RTC of the delay (or the threat to delay) in accordance with Section 5(E) of the Contract. The RTC shall evaluate the delay in accordance with the requirements outlined in Section 14 of the Contract.

(3) **Cost Assumptions:** The Cost of the Work includes standard equipment operations within allowable permit requirements and exceptions for specific Work activities as outlined in the Special Provisions Section 1.02A. Cost of the Work does not include additional noise mitigation measures or additional limitations to construction Work hours above Contract Specifications. This item is to provide additional noise mitigation as directed by the RTC.

(4) **Payment:** The Risk Register Event will be paid for out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract.

Risk #3: Adaptations to Maintenance of Traffic Plan (MOT) Due to City Events ("Risk Reserve" item)

(1) **Description:** The risk that the Contractor must adapt/modify MOT and/or MOT configuration during the construction phase due to special community event requests beyond events identified in special provision 12.

(2) **Risk Trigger:** The Risk Register Event is triggered upon notice from the RTC that an upcoming special event (not identified in the specifications or exceeding the event specification limitations) will require a reconfiguration of the approved and currently-in-place MOT setup. If this risk results in actual or potential situations that will delay or threaten to delay the timely performance of the Work in accordance with the CPM Schedule, the Contractor shall notify the RTC of the delay (or the threat to delay) in

accordance with Section 5(E) of the Contract. The RTC shall evaluate the delay in accordance with the requirements outlined in Section 14 of the Contract.

(3) Cost Assumptions: The Cost of the Work assumes the Contractor will construct the Work in accordance with the limitations of operations for city events specified in the Special Provisions Section 1.03E. The Cost of the Work does not include any additional city events not listed in the Special Provisions Section 1.03 specification. This item is to provide additional MOT Work as directed by the RTC.

(4) Payment: The Risk Register Event will be paid for out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract. The Contractor shall provide a price for additional MOT above and beyond what was assumed in the Cost of the Work.

Risk #4: Damage to Work due to Flooding ("Risk Reserve" item)

(1) Description: The risk that flood events cause damage to completed Work, requiring additional cost and time to reconstruct and repair to Work.

(2) Risk Trigger: The Risk Register Event is triggered when damage to the Work area occurs after a flood event and the Contractor documents the loss and notifies RTC. If the repairs result in actual or potential situations that will delay or threaten to delay the timely performance of the Work in accordance with the CPM Schedule, the Contractor shall notify the RTC of the delay (or the threat to delay) in accordance with Section 5(E) of the Contract. The RTC shall evaluate the delay in accordance with the requirements outlined in Section 14 of the Contract.

(3) Cost Assumptions: The Cost of the Work assumes that any such severe weather damage will be covered by the Contractor's insurance policies required by Contract. The Contractor shall provide a price for any such deductibles or out-of-pocket costs not covered by their insurance to make the repairs.

(4) Payment: The Risk Register Event will be paid for out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract. This risk is capped at \$500,000. No payment will be made above that amount, either from the Risk Reserve Account or otherwise.

Risk #5: Demobilization from River Area due to Flooding ("Risk Reserve" item)

(1) **Description:** The risk that the Contractor needs to demobilize from the site due to flooding to comply with the rising water level requirements outlined in the USACE 408 Permit.

(2) **Risk Trigger:** The Risk Register Event is triggered when river channel flows reach 8,000cfs and rising, or when the river is diverted to the south channel, the flow in the south channel exceeds 1,600cfs resulting in the need for the Contractor to demobilize their equipment, diversions and staging materials to comply with permitting requirements. The Contractor and the RTC will monitor when conditions are approaching these thresholds and confer on an approach prior to taking action. If this risk results in actual or potential situations that will delay or threaten to delay the timely performance of the Work in accordance with the CPM Schedule, the Contractor shall notify the RTC of the delay (or the threat to delay) in accordance with Section 5(E) of the Contract. The RTC shall evaluate the delay in accordance with the requirements outlined in Section 14 of the Contract.

(3) **Cost Assumptions:** The Cost of the Work does not include cost or time to demobilize and/or remobilize; repair temporary or permanent Work; cleanup site; or perform restoration activities associated therewith.

(4) **Payment:** The Risk Register Event will be paid for out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract.

Risk #6: Security Fencing Repair ("Risk Reserve – Provisional" item)

(1) **Description:** The risk that the Contractor needs to repair or replace the security fence damaged by vandalism or other conditions outside of the Contractor's control.

(2) **Risk Trigger:** The Risk Register Event is triggered when the Contractor encounters and documents vandalism to the security fence and notifies the RTC of the vandalism.

(3) **Cost Assumptions:** The Cost of the Work assumes the Contractor will install security fencing to protect equipment and the project site. The Cost of the Work does not include replacement or repair of the fencing due to acts of vandalism. This item is to replace damaged fence using the provisional unit price listed in item 4 below for this Risk Register Event. This provisional unit price includes all associated efforts required to restore the fence to working condition, including labor, equipment, and materials associated with the costs of removal, disposal, and repair of any damaged fence (including two trips to the landfill and associated fees to dispose of damaged materials). No compensation will be provided to repair any damage caused by the Contractor's operation.

(4) Payment: This Risk Register Event will be paid out of the Risk Register Account as a provisional bid item at the agreed unit prices as shown in the following table. The unit price includes the CMAR Fee.

Unit	Estimated Quantity	Cost/Unit
Linear Foot	400	\$37.90/Linear Foot

Risk #7: Homeless Cleanup (“Risk Reserve – Provisional” item)

(1) Description: The risk that the Contractor has to clear out trash from homeless and/or displaced person encampments within the construction area after initial clearing.

(2) Risk Trigger: The Risk Register Event is triggered when the Contractor encounters and documents trash that has to be removed from the worksite in order to perform the Work. The Contractor shall notify the RTC at each occurrence and log time spent for the cleanup.

(3) Cost Assumptions: The Cost of the Work Cost includes initial clearing of trash caused by the homeless and/or displaced person encampments. The Cost of the Work does not include additional removal and cleaning of the worksite beyond the initial clearing. This provisional unit price, as listed in item 4 below, includes the time and cost to collect, load, haul off and dispose of waste. The hourly rate is based on a 6-man crew, a loader, a ten-wheeler, and dump fees. This does not include Hazardous Material cleanup, which will be paid for separately through a Change Order.

(4) Payment: This Risk Register Event will be paid out of the Risk Register Account as a provisional bid item at the agreed unit price as shown in the following table. The unit price includes the CMAR Fee.

Unit	Estimated Quantity	Cost/Unit
Hour	216	\$212.50/Hour

Risk #8: Park Staging Area Restoration (“Risk Reserve” item)

(1) Description: The risk that the park staging area restoration scope will expand beyond the anticipated Cost of Work for restoration, resulting in a greater effort to restore the park to preconstruction conditions.

(2) Risk Trigger: The Risk Register Event is triggered when the Contractor and the park authorities differ in the completeness of the restoration of the staging area to preconstruction conditions and the RTC is notified of a dispute.

(3) Cost Assumptions: The Cost of the Work includes restoration of the staging area as depicted or described in the Contract Plans and Specifications. The Cost of the Work does not include additional restoration efforts required by the park authorities that exceed the Work depicted in the Contract Plans and Specifications. This item is to provide additional restoration as directed by the RTC to meet park officials' acceptance. The Contractor is responsible for park facilities, vegetation, and other park appurtenances which become damaged during the work beyond what is depicted (or described) in the Contract Plans and Specifications. RTC will not compensate the Contractor for such damage.

(4) Payment: The Risk Register Event will be paid for out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract.

Risk #9: River Use Monitor ("Risk Reserve – Provisional" item)

(1) Description: The risk that the construction staff are not available to provide direction to river users where hazards are present in the construction area.

(2) Risk Trigger: The Risk Register Event is triggered when the Contractor notifies RTC that construction staff are not available to provide direction to river users that enter the construction area and request a dedicated person to monitor and provide direction to river users.

(3) Cost Assumptions: The Cost of the Work includes monitoring when active construction personnel are present and available to monitor river users and provide support if needed during working hours. The Cost of the Work also includes one dedicated person to monitor river users on Sundays for 4 months during in-river work. The Cost of the Work does not include additional river monitoring. This provisional unit price, as listed in item 4 below, will compensate the Contractor to provide a dedicated person for a 10-hour shift during times outside of those specified in the Cost of the Work.

(4) Payment: This Risk Register Event will be paid out of the Risk Register Account as a provisional bid item at the agreed unit price as shown in the following table. The unit price includes the CMAR Fee.

Unit	Estimated Quantity	Cost/Unit
Day	90	\$831.00/Day

Risk #10: Water Quality Impacts ("Risk Reserve" item)

(1) Description: The risk that the Contractor's planned best management practices (BMPs) are not sufficient to control downstream turbidity or sediment water quality impacts within allowable, permitted limits and additional BMPs are necessary.

(2) Risk Trigger: The Risk Register Event is triggered when the BMPs included in the Cost of the Work are insufficient to control water quality impacts and the RTC is notified that additional BMP measures are needed to comply with the water quality requirements.

(3) Cost Assumptions: The Cost of the Work includes the anticipated cost and effort required to install and maintain BMPs as described in Section 637, Subsection 637.03.04 of the Special Technical Specifications to control turbidity and mitigate water quality impacts. The Cost of the Work does not include carbon filter tanks or additional BMP measures. This item is to provide additional BMP equipment and procedures to meet acceptable, permitted levels. No Excusable Delay or Compensable Delay will be granted for this risk. This cost does not include encountering Hazardous Material, which will be paid for separately through a Change Order.

(4) Payment: The Risk Register Event will be paid for out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract.

Risk #11: Archaeological Monitoring ("Risk Reserve – Provisional" item)

(1) Description: The risk that an uncertainty in the number of hours will be required for the Contractor to compensate a licensed archaeologist and/or approved tribe representative(s) to monitor excavation activities.

(2) Risk Trigger: The Risk Register Event is triggered when the Contractor is performing excavation activities that requires a licensed archaeologist and/or tribe representative to monitor Work, as defined in the project specifications.

(3) Cost Assumptions: The Cost of the Work does not include any costs for archeological monitoring during excavation activities. The cost to provide a licensed archaeologist and/or approved tribe representative(s) to monitor excavation activities will use the provisional unit price listed in item 4 below for this Risk Register Event.

(4) Payment: This Risk Register Event will be paid out of the Risk Register Account as a provisional bid item at the agreed unit price shown in the following table. The unit price includes the CMAR Fee.

Unit	Estimated Quantity	Cost/Unit
Hour	1,510	\$93.20/Hour

Risk #12: Complications with Reuse of Existing Riprap/Boulders ("Risk Reserve" item)

(1) Description: The risk that a lesser amount of riprap and/or boulders are available for Contractor's reuse than assumed in the Cost of the Work. This includes other unforeseen conditions that result in the material not being usable or damage upon removal that renders the materials unusable.

(2) Risk Trigger: The Risk Register Event is triggered by the Contractor notifying the RTC that reuse assumptions and percentages are less than what was assumed in the Cost of the Work, and additional riprap or boulders must be imported.

(3) Cost Assumptions: The Cost of the Work includes an assumption that 70 percent of the existing riprap and/or boulders can be reused to restore the channel as designated in the Plans. The Cost of the Work does not include replacement rock for riprap/boulders that are unusable. This item is to provide replacement riprap/boulders for removed rock that is unusable. No compensation will be provided when materials are damaged by the improper removal or handling of the material by the Contractor beyond typical standard of care for doing such Work. It is assumed that any increase in quantity will not delay the critical path identified in the CPM Schedule. No Excusable Delay or Compensable Delay will be granted for this risk.

(4) Payment: The Risk Register Event will pay for the cost of import material out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract.

Risk #13: Western Pond Turtle ("Risk Reserve" item)

(1) Description: The risk that Contractor encounters Western Pond Turtles while performing the Work resulting in a need to provide habitat mitigation/establishment efforts.

(2) Risk Trigger: The Risk Register Event is triggered by the Contractor notifying the RTC that it has encountered the Western Pond Turtle at or near the construction site.

(3) Cost Assumptions: The Cost of the Work does not include any cost for Western Pond Turtle habitat mitigation/establishment. This item is to provide habitat mitigation efforts. If this risk results in actual or potential delay or threaten to delay the timely performance of the Work in accordance with the CPM Schedule, the Contractor shall notify the RTC of the delay (or the threat to delay) in accordance with Section 5(E) of the Contract. The RTC shall evaluate the delay in accordance with the requirements outlined in Section 14 of the Contract.

(4) Payment: The Risk Register Event will be paid for out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract.

Risk #14: Cost and Schedule Impacts for Lack of Flood Wall As-Builts ("Risk Reserve" item)

(1) Description: The risk that Contractor upon exposing the existing flood wall discovers that the Work to connect to the flood wall exceeds what is depicted in the Contract Plans and Specifications.

(2) Risk Trigger: The Risk Register Event is triggered when the Contractor notifies the RTC that the Work associated with the existing flood wall requires additional Work to connect to or repair the flood wall. If the repairs result in actual or potential situations that will delay or threaten to delay the timely performance of the Work in accordance with the CPM Schedule, the Contractor shall notify the RTC of the delay (or the threat to delay) in accordance with Section 5(E) of the Contract. The RTC shall evaluate the delay in accordance with the requirements outlined in Section 14 of the Contract.

(3) Cost Assumptions: The Cost of the Work at the flood wall includes the Work as specified in the Contract Plans and Specifications. The Cost of the Work does not include extra materials, shoring, or means and methods associated with the repair of the existing flood wall beyond what is stated in the Contract documents. This item is to provide additional Work associated with differing conditions or locations of the existing flood walls as directed by the RTC. No compensation will be provided where the flood wall is damaged by the improper removal or handling of materials beyond typical standard of care for doing such Work. This risk item does not include potential undermining of material behind the existing wall, which will be paid for separately through a Change Order.

(4) Payment: The Risk Register Event will be paid for out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract.

Risk #15: General Stakeholder Issues ("Risk Reserve" item)

(1) **Description:** The risk that the Contractor must add additional Work or modify their means and methods to address stakeholder requests during construction. These requests may include unforeseen construction accommodations, jurisdictional disputes, or preference changes due to stakeholder turnover.

(2) **Risk Trigger:** The Risk Register Event is triggered when the RTC directs the Contractor to modify their means and methods or add additional items of Work to address stakeholder requests during construction.

(3) **Cost Assumptions:** The Cost of the Work includes the Work to comply with the requirements and limitations in the contract Plans and Specifications. The Cost of the Work does not include any stakeholder requests that would add additional items of Work or requirements associated therewith. This item is to provide additional Work or modify Work as directed by the RTC.

(4) **Payment:** The Risk Register Event will be paid for out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract.

Risk #16: Unanticipated/Unknown Utility Conflicts ("Risk Reserve" item)

(1) **Description:** The risk that the Contractor will encounter an unknown utility conflict during construction which results in a delay or additional costs not accounted for in the Cost of the Work.

(2) **Risk Trigger:** The Risk Register Event is triggered by the Contractor notifying the RTC that an unknown utility is encountered during construction. If this risk results in actual or potential delay or threaten to delay the timely performance of the Work in accordance with the CPM Schedule, the Contractor shall notify the RTC of the delay (or the threat to delay) in accordance with Section 5(E) of the Contract. The RTC shall evaluate the delay in accordance with the requirements outlined in Section 14 of the Contract.

(3) **Cost Assumptions:** The Cost of the Work includes coordination with all known utilities identified in the project Plans. The Risk Account shall be used for events totaling up to \$100,000. Events exceeding this amount will be handled as a Change Order.

(4) **Payment:** This Risk Register Event will be paid for out of the Risk Register Account based on a negotiated price in accordance with Section 6(D)(2) of the Contract.

A	B		C			D			E		F		G		H		I		J		K		L		M		N		O		P		Q																										
GMP Milestone																														Date: 6/21/2024																													
RISK #	FUNCTIONAL ASSIGNMENT	THREAT/OPPORTUNITY	DESCRIPTION	COST IMPACT		WEIGHTED COST		SCHEDULE IMPACT		WEIGHTED SCHEDULE (Months)		WEIGHTED SCHEDULE (COST)		RISK OWNER	INCLUDE IN BID?																																												
				RANGE	ML \$			RANGE	ML (Mo)																																																		
CP01	Contracting & Procurement	Long-Lead Items & Materials	Material lead times could delay/impact construction schedule and the project goal to complete in one season (e.g. Precast Girders, Stainless Steel Railing, Lighting, Custom Aesthetic Pilaster, Traffic Signal Poles, Ultimate Fusion Welded Rebar Hoops on CDH Cages, etc.).	Medium	\$ 110,000	\$ 18,000	N/A							Granite	Yes																																												
CP02	Contracting & Procurement	Material Price Escalation	Due to current marketplace volatility, there is potential for material cost increase. (Evaluate impacts now that we are closer and will have informal quotes for the 100%)	Medium	\$ 350,000	\$ 87,500	N/A							Granite	Yes																																												
CP03	Contracting & Procurement	Labor Availability	Skilled labor and equipment remain in high demand.	Medium	\$ 285,000	\$ 142,500	N/A							Granite	Yes																																												
CP04	Contracting & Procurement	Subcontractor pricing & availability	Subcontractors and suppliers not holding prices due to escalation or availability to do the work.	Medium	\$ 230,000	\$ 46,000	N/A							Granite	Yes																																												
CP05	Contracting & Procurement	Labor Escalation	Labor rates are anticipated to increase in the coming years.	N/A			N/A							Granite	Yes																																												
CP06	Contracting & Procurement	Equipment Escalation	Equipment fuel rates are volatile. CMAR to include risk of cost escalations in risk register.	Medium	\$ 180,000	\$ 33,200	N/A							Granite	Yes																																												
CP07	Contracting & Procurement	Weather Impacts & Schedule Recovery	Weather days will impact contractor's ability to work. To recover schedule, there may be an need to pay for an overtime adjustment to work Sundays to make up for weather impacts.	Medium	\$ 44,981	\$ 44,981	N/A							Sharee/Provisional	Risk Reserve - Provisional																																												
CS01	Construction & Staging	Noise Impacts	Normal construction activities - specifically demolition - will increase noise volume with the possibility to disturb the public. There may be requests for noise mitigation. No noise mitigation measures (other than night work limitations) are part of the base bid.	Medium	\$ 150,000	\$ 142,500	N/A		0					RTC	Risk Reserve																																												
CS02	Construction & Staging	Adjustments to MOT due to City Events	Contractor may be required to adapt/modify MOT strategy during construction for new community events not specified in the specifications.	Medium	\$ 100,000	\$ 20,000	Low		0.25					RTC	Risk Reserve																																												
CS03	Construction & Staging	Damage to Work due to Flooding	Flood events may damage already completed work requiring reconstruction, adding cost and time to repair. This would be a force-majeure event covered after triggering the CMAR's Builder's Risk. This risk is separate from the risk to demobilize from the river for 8000 cfs event or damage caused to the north channel resulting from the need to divert water from the south channels when water exceeds 16000 cfs in the south channel diversion.	Medium	\$ 500,000	\$ 500,000	Medium		0					RTC	Risk Reserve																																												

2	A	B	C	D	H		I		J	K		L	M	N	P	Q
					RANGE	MIL \$	RANGE	MIL (Mo)		WEIGHTED COST	SCHEDULE IMPACT					
3	RISK #	FUNCTIONAL ASSIGNMENT	THREAT/OPPORTUNITY	DESCRIPTION	RANGE	MIL \$	WEIGHTED COST	SCHEDULE IMPACT	WEIGHTED SCHEDULE (COST)	RISK OWNER	INCLUDE IN BID?					
18	CS04	Construction & Staging	Coordination with Adjacent Construction Projects	Conflicting detours, street closures impacting street access, could conflict with construction (i.e. Kimpton Hotel, etc.).	N/A		\$ 100,000	N/A	\$	Granite	Yes					
21	CS07A	Construction & Staging	Security Fencing Repair	GMP will include cost for fencing to restrict access to the work site and staging area. Risk is that trespass may damage or remove fencing and require repairs beyond the quantity in the GMP. Additional repairs will be handled as a provisional item.	Medium	\$ 15,160	\$ 15,160	N/A	\$	Shared/Provisional	Risk Reserve - Provisional					
22	CS07B	Construction & Staging	Additional Security Guard	As a deterrent to theft/vandalism, a security guard/security cameras are needed. The base bid will have 3 security cameras and the cost of security guards.	N/A	\$	\$	N/A	\$	Granite	Yes					
23	CS08	Construction & Staging	Homeless Cleanup	Homeless and/or displaced persons within the construction area should be cleared prior to construction. Risk is that the homeless reestablish after initial clearing requiring additional time/budget to relocate/clean. Risk excludes cleanup of Hazmat, which is handled by change order.	Low	\$ 45,900	\$ 45,900	N/A	\$	Shared/Provisional	Risk Reserve - Provisional					
24	CS14	Construction & Staging	Park Staging Area Restoration	The park will be used for staging and equipment parking. GMP is based on assumption that the park will be restored to existing conditions, including functional irrigation. Risk is that this scope may grow and increase the cost of the restoration.	Medium	\$ 140,000	\$ 50,000	N/A	\$	RTC	Risk Reserve					
30	CS15	Construction & Staging	River Use Monitor	Cost for river user monitoring is included in the contractor's bid for Sundays for 4 months. The risk is additional time is needed to monitor river users. Contractor will monitor with work forces that are already out doing other items of work during construction, however a provisional item will be used as approved by RTC.	Medium	\$ 74,790	\$ 74,790	N/A	\$	Shared/Provisional	Risk Reserve - Provisional					
34	DD4	General Design	Build America, Buy America requirements	BABA compliant items may be difficult to procure.	Medium	\$ 150,000	\$	N/A	\$	Granite	Yes					
38	EH02	Environmental & Hydraulics	408 Permit Delayed	If permits are not filed or acquired in a timely manner, may cause a delay to NTP. Schedule is compressed for in-water work and could extend into second in-water season. Agencies may be short-handed. This risk would be handled as a changed condition.	N/A			Low	\$ 0.09	RTC	RTC Contingency					
40	EH04	Environmental & Hydraulics	Bird Nesting	Bird nesting in project vicinity may restrict construction activities, impacting cost and schedule. Nesting period in Nevada is typically March 1 to August 31st	N/A			High	\$ 0.60	Granite	Yes					

EXHIBIT E
KEY PERSONNEL

**Form KP
Key Personnel Information**

Name of Proposer: Granite Construction Company

Position	Name	Years of Exper.	Education/Registration	Parent Firm Name	% of Time Dedicated to Project
Project Manager	BRIAN ROLL	29	B.S., Construction Engineering Management, Oregon State University	Granite Construction Company	100% Construction
Deputy Project Manager	ALI ZUNINO	8	B.S., Civil Engineering, University of Nevada, Reno	Granite Construction Company	100% Construction
Environmental Engineer	MADISON CYR	7	B.S., Environmental Engineering, University of Montana, Montana Tech	Granite Construction Company	50% Construction
Project Superintendent	DONAVIN GREENWELL	36	Four-year Journeyman Carpenter Apprenticeship, Western Nevada College	Granite Construction Company	100% Construction
Pre-construction Services/Chief Estimator	TAYLOR POLAN	17	B.S., Construction Management, California State University, Chico, CA	Granite Construction Company	15% Construction

Use additional sheets when needed.

****Our team is committed 100% to the Arlington Avenue Bridges Project.***

EXHIBIT F
SUBCONTRACTING PLAN

Task 9: Subcontracting Plan

Based on the current completion status of the project plans and specifications, it is anticipated the following scopes of work, or a portion thereof, may be subcontracted and/or self-performed. However, the following scopes are subject to change based upon receipt of the final design:

Description	Self Performed Element	Subcontractor Element	Anticipated 1% Sub Threshold
GENERAL CONDITIONS	X		
CLEARING AND GRUBBING	X		
SITE REMOVALS	X		
ASPHALT REMOVALS	X	X	
REMOVE/REINSTALL SIGNAGE		X	
ELECTRICAL REMOVALS		X	X
ROADWAY FILL	X		
STORM DRAIN	X		
IRRIGATION		X	X
TYPE 2, CLASS B AGGREGATE BASE	X		
RECONSTRUCT KAYAK PARK FEATURE/RESTORE N. RIVER CH	X		
SITE CONCRETE	X		
PLACE 8" TYPE 2 PG64-28NV PLANTMIX BIT PAVE - ROAD	X		
UTILITY ADJUSTMENTS	X		
ELECTRICAL COMPONENTS		X	X
PAVEMENT MARKINGS		X	
FURNISH AND INSTALL REMOVABLE HANDRAIL WINGFIELD	X		
FURNISH AND INSTALL LANDSCAPE REMOVABLE BOLLARD	X		
FENCING & RAILING		X	X
SIGNAGE INSTALLATION		X	
LANDSCAPING		X	X
PLACE RIVER ROCK LANDSCAPE	X		
PROVIDE TRAFFIC CONTROL (ASSUME 8%)	X		
PROVIDE SAFE CLOSURE OF PARK & RIVER TO PUBLIC	X		
REMOVAL OF BRIDGES		X	X
BRIDGE EARTHWORK	X		
SHORING		X	X
AESTHETIC PATTERNING	X		
STONE MASONRY		X	



GRANITE CAP AT RETAINING WALL		X	
REMOVE AND RESET PILASTER GRANITE CAP		X	
8-INCH POLYVINYL CHLORIDE PIPE	X		
TYPE 2 CLASS A AGGREGATE BASE	X		
LAMINATED ELASTOMERIC BEARING PAD	X		
GROOVE CONCRETE DECK SLAB		X	
BRIDGE CONCRETE	X	X	
PRECAST CONCRETE MEMBERS	X	X	
REINFORCING STEEL		X	X
BRIDGE RAILING AND HANDRAIL INSTALL	X		
GRAFFITI RESISTANT COATING		X	
BRIDGE CONDUIT	X	X	
RIVER DIVERSION DEWATERING SYSTEM	X	X	X

The following Subcontracting Plan shall include provisions implementing the following requirements as well as all applicable NRS & NAC requirements including, without limitation, NRS Chapter 338 and Adopted Regulations of the State Public Works Board. This Subcontracting Plan shall apply to subcontracts where the estimated value of the trade or scope of work is at least 1 percent of the total estimated cost of the construction of the Regional Transportation Commission CMAR Project for the Arlington Avenue Bridges.

General Requirements:

- 1) Granite shall recommend a division of the work to facilitate the bidding and award of trade contracts.
- 2) Granite shall provide for involvement by the RTC in subcontractor solicitation, bidding, and selection as set forth in NRS 338.16995.
- 3) Granite shall recommend which work, if any, should be procured through value-based competitive selection, in lieu of low bid selection. All subcontracts for which the estimated value is at least 1 percent (1%) of the total cost of the public work or \$50,000, whichever is greater, whether the selection is value-based or low bid, shall comply with NRS 338.16991 through NRS 338.16995.
- 4) Granite shall identify work that the Construction Manager proposes to self-perform (which must be no less than thirty percent (30%) of the work, measured on a dollar value basis), and identify how the Construction Manager will ensure that the pricing of self-performed work will be most advantageous to the RTC.
- 5) Service providers that are not licensed per NRS 624 are exempt from the prequalification process.

Prequalification Process:

- 1) Pursuant to NRS 338.16991, to be eligible to provide labor, materials or equipment on the Project, a Subcontractor must be:
 - a) Licensed pursuant to chapter 624 of NRS; and
 - b) Qualified, pursuant to the provisions of NRS 338.16991, which is incorporated in this Subcontracting Plan, to submit a proposal for the provision of labor, materials, or equipment on the Arlington Avenue Bridges Project.
- 2) Pursuant to the pre-qualification process set forth in sections 3, 4, 5 and 6, Granite shall determine whether an applicant is qualified to submit a proposal for the provision of labor, materials or equipment on the Arlington Avenue Bridges Project for the purposes of paragraph (b) of section 1 hereof.
- 3) After the design & schedule for the construction of the Arlington Avenue Bridges Project are sufficiently detailed and complete to allow a subcontractor to apply to qualify to submit a meaningful and responsive proposal for the provision of labor, materials or equipment for an individual GMP on the Arlington Avenue Bridges Project and not later than 10 working days before the date by which an application for qualification must be submitted, Granite shall advertise for applications from subcontractors in the manner set forth in paragraph (a) of

subsection 1 of NRS 338.1385. Granite may accept an application from a subcontractor before advertising for applications pursuant to this subsection.

- a) The advertisement for applications for qualification, caused to be published by Granite pursuant to this section 3, shall state that a proposal received by Granite from a subcontractor who has not qualified to submit a proposal pursuant to NRS 338.16991 will be returned unopened.
- 4) To qualify to submit a proposal pursuant to NRS 338.16991, an applicant must submit to Granite an application for qualification on the form attached hereto and marked as Appendix "A". Appendix "A" and any other documentation submitted by an applicant shall be provided to RTC by Granite to assist RTC in meeting the requirements of NRS 338.16991(5) and NAC 338.580(3). Appendix "A" is subject to change based upon the project needs.
- 5) Pursuant to subsection 4 of NRS 338.16991, the criteria to be used by Granite to determine whether an Applicant is qualified to submit a proposal for the provision of labor, materials or equipment, shall include, and shall be limited to:
 - a) The monetary limit placed on the license of the Applicant by the State Contractors' Board pursuant to NRS 624.220.
 - b) The financial ability of the Applicant to provide the labor, materials or equipment required on the Arlington Avenue Bridges Project.
 - i) A letter from a financial institution indicating Applicant has a bank account in goodstanding.
 - ii) A balance sheet for the Applicant which was prepared within the last year.
 - iii) A statement regarding whether the Applicant, the principal personnel or any business entity associated with the Applicant has filed as a debtor under the United States Bankruptcy Code during the five (5) years immediately preceding the date of the application.
 - c) Whether the Applicant has the ability to obtain the necessary bonding for the work required by the RTC.
 - i) A certified original statement of the Applicant's bonding capacity (specifying the present single and aggregate limits of the Applicant to work on a public work) which is obtained from a surety authorized to issue bid, performance and payment bonds in the State of Nevada and which has received a rating of A- or better, as determined by A.M. Best Company of Oldwick, New Jersey and is included on the list of approved sureties in Circular 570 of the Department of the Treasury unless the surety is Lloyd's of London.
 - d) The safety programs established and the safety records accumulated by the Applicant.
 - i) Provide documentation of safety performance of the Applicant, covering the last 5 years and including at a minimum the following:
 - (1) A summary of Applicant's Construction Safety Plan/Program.
 - (2) OSHA Recordable Incident Rate for the past 5 years along with copies of the Applicant's OSHA Form 300A: Summary of Work-Related Injuries and Illnesses for the past 5 years.
 - (3) Experience Modification Rates
 - (4) List of any Occupational Safety and Health Administration (OSHA) citations received and for what.

- e) Whether the Applicant has breached any contracts with a public body or persons in this state or any other state during the 5 years immediately preceding the date of the Applicant's submittal.
 - f) Whether the Applicant has been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the Applicant to perform the public work.
 - g) The performance history of the Applicant on up to four (4) recent, similar public or private contracts, if any, completed by the Applicant in Nevada. If the Applicant has completed less than four (4) similar projects in Nevada, then the Applicant shall provide performance history on the Nevada Projects, if any, and similar projects outside of Nevada for a total of four (4) projects.
 - i) For projects identified in this section, please provide the following information:
 - (1) Name of the Project Manager or Project Engineer for applicant
 - (2) Year (Award of Contract and Completion Date)
 - (3) Project name
 - (4) Project location
 - (5) Project description
 - (6) Description of role of Applicant or team member on project.
 - (7) Construction award cost
 - (8) Cost performance: initial bid, final cost, reasons for change
 - (9) Client
 - (10) Project owner (if different than Client)
 - (11) Reference name and phone number with each identified project.
 - ii) Provide a description of current workload and schedule.
 - h) The principal personnel of the Applicant.
 - i) Whether the Applicant has been disqualified from the award of any contract pursuant to NRS 338.017 or NRS 338.13895.
 - j) The truthfulness and completeness of the application.
 - k) The application for qualification must contain the original signature of the Applicant.
- 6) The RTC or its authorized representative shall ensure that each determination made pursuant to subsection 2 is made subject to the provisions of subsection 4.
- 7) Granite shall notify each applicant and the public body in writing of a determination made pursuant to subsection 2.
- 8) A determination made pursuant to subsection 2 that an applicant is not qualified may be appealed pursuant to NRS 338.1381 to the public body with whom Granite has entered into a contract for the construction of the Arlington Avenue Bridges Project.
- 9) Granite shall review and evaluate each application for qualification to determine whether the Applicant is qualified to submit a proposal for the Arlington Avenue Bridges Project.
 - a) In addition, within ten (10) days after determining that an Applicant is qualified to submit a proposal, Granite shall notify the Applicant and RTC of that determination.
 - b) In addition, within ten (10) days after determining that an Applicant is not qualified to submit a proposal, Granite shall notify the Applicant and RTC of such determination and shall include the

reasons on which the determination is based. A determination made pursuant to Section 2 hereof that an Applicant is not qualified may be appealed pursuant to NRS 338.1381 and NAC 338.600.

- 10) The submission of materially incomplete or falsified application for qualification by an Applicant and the failure of the Applicant to disclose information required in the application may be grounds for the disqualification of the Applicant.
- 11) All requirements of Section 5 subsections (a) through (k) hereof, NRS 338.16991(4), and NAC 338.580(4) shall be met in order for an application for qualification to be deemed acceptable.
- 12) Granite shall determine that at least three Applicants in each trade or scope of work are qualified to submit a proposal for work on the Arlington Avenue Bridges Project. If Granite receives less than three (3) applications for qualification from applicants, it shall notify the RTC. Granite may qualify fewer than three (3) subcontractors in a particular trade or scope of work after it has obtained the written approval from the RTC.
- 13) Granite reserves the right regarding the request for applications for qualification, without limitation, to:
 - a) Amend or cancel the request for applications for qualification or reject any and all proposals without liability if Granite, in its sole discretion, determines that amendment or cancellation of the procurement would be in the best interest of Granite.
 - b) Reject any application for qualification in the exercise of its sole discretion in accordance with the criteria set forth in NRS 338.16991.
 - c) Seek clarification of any application for qualification from any source that Granite, in its sole discretion, deems necessary or advisable.
 - d) Waive any minor irregularity, informality, or non-conformance of any application for qualification with the provisions or procedures of the application for qualification.
 - e) Reject any application for qualification that fails to substantially comply with all prescribed qualification procedures and requirements.
- 14) An applicant subcontractor that is determined to be qualified to submit a proposal is qualified for up to, but not exceeding, 24 months.

Selection Process:

- 1) If the RTC enters into a contract with Granite for the construction of the Arlington Avenue Bridges Project pursuant to NRS 338.1696, Granite may enter into a subcontract for the provision of labor, materials and equipment necessary for the construction of the public work only as provided in this section.
- 2) The provisions of this section apply only to a subcontract for which the estimated value is at least 1 percent of the total cost of the Arlington Avenue Bridges Project or \$50,000, whichever is greater.
- 3) After the design and schedule for the construction of the Arlington Avenue Bridges Project is sufficiently detailed and complete to allow a subcontractor to submit a meaningful and responsive proposal, and not later than twenty-one (21) days before the date by which the proposal for labor, materials or equipment by a subcontractor must be submitted, Granite shall notify in writing each subcontractor who was determined, pursuant to NRS 338.16991, to be qualified to submit such a proposal. A representative copy of the notice and any instructions for the proposal shall be provided to the RTC before the required notice of request for proposal is disseminated to subcontractors.
- 4) The notice required pursuant to subsection 3 of the Selection Process shall include, without limitation:
 - a) A description of the design for the Arlington Avenue Bridges Project and a statement indicating where a copy of the documents relating to that design may be obtained.
 - b) A description of the type and scope of labor, materials and equipment for which subcontractor proposals are being sought.
 - c) The dates on which it is anticipated that construction of the Arlington Avenue Bridges Project will begin and end.
 - d) If a pre-proposal meeting regarding the scope of the work to be performed by the subcontractor is to be held, the date, time and place at which the pre-proposal meeting will be held.
 - e) The date and time by which the proposals must be received, and to whom they must be submitted.
 - f) The date time and place at which the proposals will be opened for evaluation.
 - g) A description of the bonding and insurance requirements for subcontractors.
 - h) Any other information reasonably necessary for a subcontractor to submit a responsive proposal.
 - i) A statement in substantially the following form:

Notice: For a proposal for a subcontract on Arlington Avenue Bridges Project to be considered:

 - (1) The subcontractor must be licensed pursuant to Chapter 624 of NRS.
 - (2) The proposal must be timely received.
 - (3) If a pre-proposal meeting regarding the scope of the work performed by the subcontractor is held, the subcontractor must attend the pre-proposal meeting.
 - (4) The subcontractor may not modify the proposal after the date and time the proposal is received.
- 5) A subcontractor may not modify a proposal (and Granite Construction Company shall not accept a modified proposal) after the date and time the proposal is received.

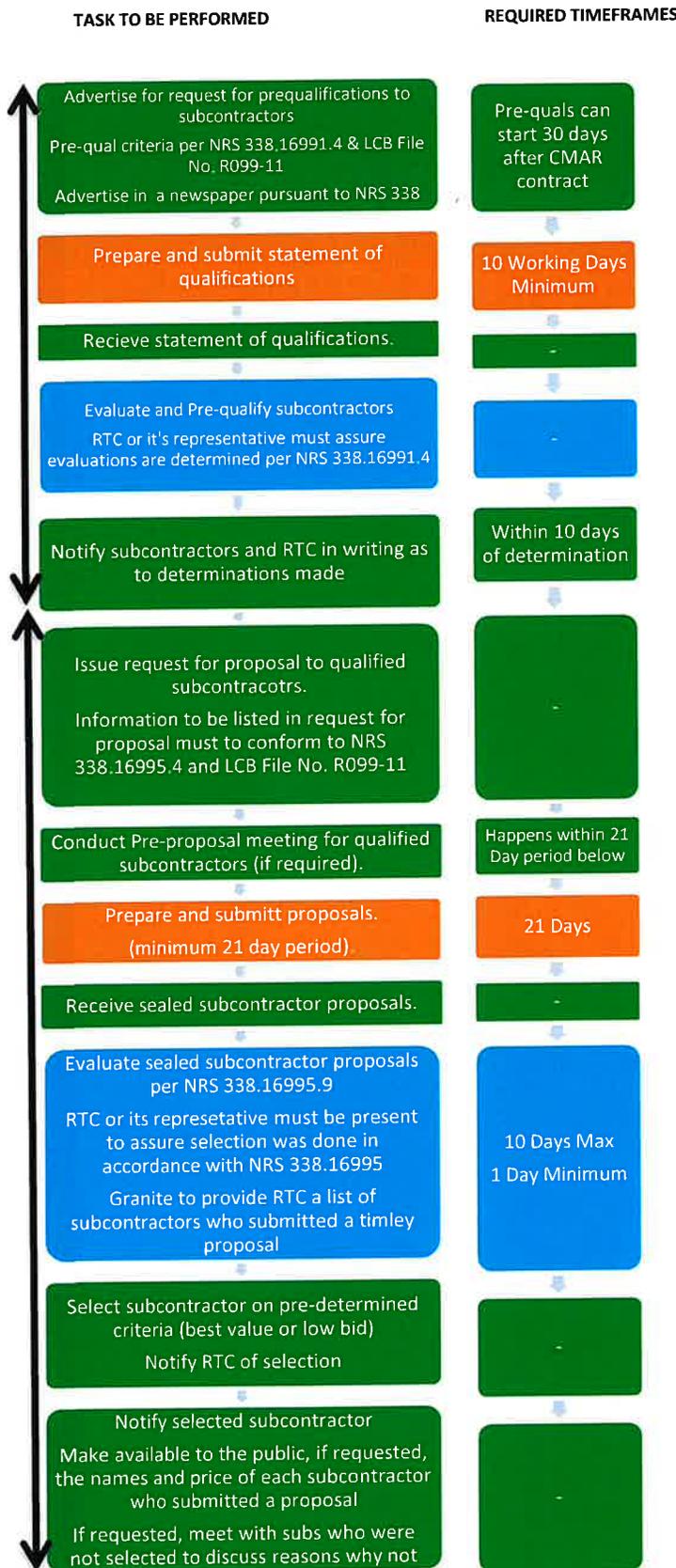
- 6) To be considered responsive, a proposal must:
 - a) Be submitted on the form provided by the construction manager at risk pursuant to subsection 3.
 - b) Be timely received by Granite.
 - c) Substantially and materially conform to the details and requirements included in the proposal instructions and for the finalized bid package for the Arlington Avenue Bridges Project, including, without limitation, details and requirements affecting price and performance.
 - d) Be submitted in a sealed envelope.
 - e) Be submitted by a subcontractor whom Granite determined to be qualified in the trade or scope of work for which the proposal was submitted and who attended the pre-proposal meeting.
 - f) Respond to the details and requirements included in the instructions related to the proposal and the bid package.
- 7) The opening of the proposals shall be attended by an authorized representative of the RTC. The RTC may require the architect or engineer responsible for the design of the Arlington Avenue Bridges Project to attend the opening of the proposals. The opening of the proposals will not otherwise be open to the public.
 - a) Before Granite opens a proposal submitted by a subcontractor, Granite will confirm that the proposal was:
 - i) Submitted by a subcontractor who was determined to be qualified to submit a proposal in the trade or scope of work for which the subcontractor has submitted a proposal;
 - ii) Submitted by a subcontractor who attended the pre-proposal meeting, if such a meeting was held; and
 - iii) Was timely received by Granite in a sealed envelope;
 - b) If a proposal does not satisfy each of the requirements of sub sections (a-i), (a-ii) and (a-iii), Granite will return the proposal unopened to the subcontractor who submitted the proposal.
- 8) At the time the proposals are opened, Granite shall compile and provide to RTC or its authorized representative a list that includes, without limitation, the name and contact information of each subcontractor who submits a timely proposal. Granite will make the list available to the public upon request, but the results of the bidding will only be made available to the public after the selection and approval of the best bid for each trade and scope of work.
- 9) Granite will provide to RTC or its authorized representative a copy of all proposals submitted by subcontractors.
- 10) Not more than ten (10) working days after opening the proposals and before Granite submits its guaranteed maximum price, fixed price or a fixed price plus reimbursement pursuant to NRS 338.1696, Granite shall:
 - a) Evaluate the proposals and determine which proposals are responsive.
 - b) Select the subcontractor with respect to each trade or scope of work who submits the proposal that Granite determines is the best proposal and who has satisfied each of the following requirements:
 - i) Attended the pre-proposal meeting regarding the scope of work to be performed by the subcontractor, if such a meeting was held;

- ii) Submitted a responsive proposal; and
 - iii) Whose names are included on the list compiled and provided to Granite or its authorized representatives pursuant to Section 7 of the Selection Process.
 - c) Inform the RTC or its authorized representative which subcontractor has been selected for a trade or scope of work.
- 11) The RTC or its authorized representative shall ensure that the evaluation of proposals and selection of subcontractors are done pursuant to the provisions of this section and regulations adopted by the State Public Works Board.
- 12) A subcontractor selected pursuant to subsection 9 need not be selected by Granite solely on the basis of lowest price.
- 13) Except as otherwise provided in subsections 13 and 15, Granite shall enter into a subcontract with a subcontractor selected pursuant to subsection 9 to provide the labor, materials or equipment described in the request for proposals.
- 14) Granite shall not substitute a subcontractor for any subcontractor selected pursuant to subsection 9 unless:
- a) The RTC or its authorized representative objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change; or
 - b) The substitution is approved by the public body after the selected subcontractor:
 - (1) Files for bankruptcy or becomes insolvent;
 - (2) After having a reasonable opportunity, fails or refuses to execute a written contract with the construction manager at risk which was offered to the selected subcontractor with the same general terms that all other subcontractors on the project were offered;
 - (3) Fails or refuses to perform the subcontract within a reasonable time;
 - (4) Is unable to furnish a performance bond and payment bond pursuant to NRS 339.025, if required for the public work; or
 - (5) Is not properly licensed to provide that labor or portion of the work.
- 15) If Granite substitutes a subcontractor for any subcontractor selected pursuant to subsection 9 without complying with the provisions of subsection 13, Granite shall forfeit, as a penalty to the public body, an amount equal to 1 percent of the total amount of the contract.
- 16) If a construction manager at risk does not select a subcontractor pursuant to subsection 9 to perform a portion of work on a public work, the construction manager at risk shall notify the public body that the construction manager at risk intends to perform that portion of work. If, after providing such notification, the construction manager at risk substitutes a subcontractor to perform the work, the construction manager at risk shall forfeit, as a penalty to the public body, the lesser of, and excluding any amount of the contract that is attributable to change orders:
- a) An amount equal to 2.5 percent of the total amount of the contract; or
 - b) An amount equal to 35 percent of the estimate by the engineer of the cost of the work the construction manager at risk selected himself or herself to perform on the public work.
- 17) Granite shall make available to the public the name of each subcontractor who submits a proposal.
- 18) If the Arlington Avenue Bridges Project is being constructed in phases, and a construction manager at risk selects a subcontractor pursuant to subsection 9 for the provision of labor, materials or equipment for any phase of that construction, the construction manager at risk may select that

- subcontractor for the provision of labor, materials or equipment for any other phase of the construction without following the requirements of subsections 3 to 11, inclusive.
- 19) As used in document, “general terms” has the meaning ascribed to it in NRS 338.141.
 - 20) Subcontractors shall not use any class of workers, materials, or methods which may cause strikes or labor disturbances and Subcontractor shall comply with all labor Laws applicable to the Work as are now or may hereafter be in force and effect. Subcontractor shall have regard for, and, to the extent permissible under any Laws comply with and be bound by such terms and conditions of the labor agreements to which Granite is signatory as are applicable to the Work to be done hereunder. Granite is signatory to the following: Labors Local 872, Operating Engineers Local 12, Cement Masons Local 797, and Carpenters Local 1977.
 - 21) Granite shall cooperate with RTC in support of the efforts of RTC or its authorized representatives to (i) ensure that the evaluation of proposals and (ii) selection of subcontractors are done pursuant to the provisions of NRS 338.16995 and regulations adopted by the Nevada State Public Works Board.
 - 22) Granite must determine that at least three (3) subcontractors in each trade or scope of work are qualified to provide the labor, materials and equipment for the Project. This is unless Granite has received written approval of the RTC to qualify fewer than three (3) subcontractors in a particular trade or scope of work.
 - 23) If Granite has qualified three (3) or more subcontractors to submit proposals for the Project for a trade or scope of work and has received fewer than three (3) proposals for that trade or scope of work by the time set for the opening of such proposals, Granite may not open any proposal for that trade or scope of work until it receives written instructions from the RTC on how to proceed. If the RTC directs Granite to solicit additional proposals for that trade or scope of work, a subcontractor that has submitted a proposal for such trade or scope of work may withdraw its proposal and resubmit at the time set for soliciting additional proposals.
 - 24) At the time subcontractor proposals are opened, Granite shall compile and provide to the RTC or its authorized representative a list that includes, without limitation, the name and contact information of each subcontractor who submits a timely proposal and the price of the proposal submitted by the subcontractor. The list must be made available to the public upon request.
 - 25) Prior to entering into a subcontract, Granite shall inform the RTC or its authorized representative which subcontractor has been selected and provide the RTC with access to all proposals, bids, and evaluation materials.
 - 26) Granite shall make available to the public, including, without limitation, each subcontractor who submits a proposal, the final rankings of the subcontractors and shall provide, upon request, an explanation to any subcontractor who is not selected as to the reasons why the subcontractor was not selected.
 - 27) If Granite receives a written protest from a proposing subcontractor no later than three (3) full business days following the Granite’s selection of a subcontractor, Granite shall not execute a contract for that subcontract package without first providing at least two (2) full business days written notice to all proposers of Granite’s intent to execute a contract for the subcontract



- package. Granite's protest procedures shall be subject to the prior written approval of the RTC.
- 28) Granite shall enter into a subcontract with a subcontractor selected pursuant to the approved subcontracting plan, and Granite shall not have the right to make any substitution of any such subcontractor except in accordance with the provisions of NRS 338.16995.
 - 29) If, prior to award and execution of a Construction Contract, the RTC objects to the use of a subcontractor for subcontracted work on such Construction Contract and such subcontractor has been properly selected by Granite in accordance with the requirements of the approved subcontracting plan, the RTC shall issue a written request to Granite to change the subcontractor and shall pay any actual and direct increase in Granite's costs, including an adjustment to the fixed price bid or Construction GMP Bid resulting from the change. The increase shall be based solely on, and be limited to, the direct cost differential between the initial subcontract cost of the original subcontractor and the initial subcontract cost of the changed subcontractor and shall exclude any additional mark-up, profit, and overhead by Granite. Other than providing such compensation, if any, the RTC shall have no further responsibilities, liabilities, or obligations arising out of such objection and change of subcontractors. Replacement of subcontractors after award and execution of the Construction Contract, including, without limitation, in connection with unsatisfactory performance, shall be governed by the terms of the Construction Contract.



Prequalification Process

10 Working day minimum time prior to application submission

NRS 338.16991

The Prequal Process can be done mulitple times as necessary as design develops to ensure 3 qualified quotes for each scope.

Selection Process

22 Day minimum time

NRS 338.16995

NRS 16995.2 - prequalification / selection process applies to all subcontracts for which the estimated value is at least 1% of the total cost of the public work or \$50,000, whichever is greater.

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of the bid amount or \$50,000, whichever is greater)

Contract No: _____

Contractor: _____

Project No(s): _____

Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature

Date

Telephone No.

EXHIBIT G
DBE PERFORMANCE PLAN

DBE Performance Plan

DBE Goal and Requirements

The Arlington Avenue Bridges Project has been assigned a Disadvantaged Business Enterprise (DBE) participation goal of 6.6% and 1,600 hours of On-The-Job Training by the Nevada Department of Transportation. Granite Construction pledges to support the department's goal of 6.6% DBE participation of the projects total contract value. Granite commits to meeting or exceeding this goal by the project completion in 2026. Granite will demonstrate this initiative through different efforts and methods including using our established relationships with many DBE companies in the local area. As stated in the Form Construction Contract "DBE Provisions", Granite will submit the documents which outline in detail the good faith efforts to meet the goal.

Granite will adhere to the requirements set forth in the project specifications as well as the "DBE Provisions" of the RTC and Granite Form Construction Contract. Implementation of the DBE Performance Plan will maximize Granite's opportunities to receive DBE participation on the Arlington Avenue Bridges Project. By employing the plan, Granite will continue to strengthen relationships with the DBE community and help promote these local businesses.

DBE Attainment Efforts

During the Guaranteed Maximum Price (GMP) bid process of the pre-construction services phase of the project, Granite will actively seek out DBE subcontractors and DBE suppliers for the applicable project scopes. Granite will target a DBE subcontractor for all subcontractor scopes as well as solicit bids for suppliers and service providers. Granite recognizes that public awareness is of huge importance to maximizing DBE participation on projects. Therefore, Granite has established an outreach program to keep open communication with the project team and DBE subcontractors. Due to continuous work on projects within the Reno area, and with NDOT and RTC specifically, Granite has maintained a database of DBE firms that we continue to update and utilize for DBE outreach and communication.

Granite has posted a DBE subcontractor bidding advertisement on the following platforms: Reno-Gazette Journal, NDOT DBE Website, and Paragon Group Newsletter. See below table for advertisements and dates they were sent out. Examples of these advertisements can be found attached to this DBE Performance Plan. The Pre-Qualification packages were sent out to subcontractors March 14th, 2024. Request for Proposals were sent out on May 16th, 2024.

Reno-Gazette Journal

Each ad will run in the physical paper and online edition on Friday, March 15th, Wednesday, March 20th and Monday, March 25th.

NDOT DBE Website

Each ad will run on this website tomorrow through March 29th.
Effective 3/13, all DBEs/SBEs with email notifications enabled through the NDOT DBE portal will receive an email notification for each of these ads

Paragon Group Newsletter

Each ad will run starting next Monday, 3/18 through March 29th.

Granite has conducted a DBE compliance meeting with the NDOT DBE representatives to ensure the team members are knowledgeable about the objectives and goals within the DBE Performance Plan so they can properly be implemented throughout the pre-construction and construction phases of the project. Additionally, Granite regularly attends DBE compliance trainings and events that allow us to continue to build relationships with new and existing DBE firms.

As outlined in NDOT specification section 102.16, during the bidding process Granite will evaluate all bid packages to determine potential for DBE participation inclusion of the given work scopes. Granite will also ensure that all DBE firms have the appropriate DBE certifications and satisfy DBE goal requirements. The below scopes of work show a potential DBE percentage for the project for project scopes with known DBE subcontractors with possible availability to submit bids for the project. The DBE advertisement lists all possible scopes of work that are available for DBE proposals. Subcontractor scopes may need to be broken out into smaller packages in order to facilitate more DBE firm participation. Additionally, Granite will review all bids thoroughly such as not to solely pick a subcontractor on low bid, but to recognize any DBE participation that may be better suited for the project goal.

SCOPE OF WORK	Approximate Sub \$ Value	% DBE Credit	Total \$ Value
TRUCKING	\$ 770,000.00	100%	\$ 770,000.00
WATER TRUCK	\$ 100,000.00	100%	\$ 100,000.00
FLAGGING AND TCS	\$ 470,000.00	100%	\$ 470,000.00
LANDSCAPE & IRRIGATION	\$ 100,000.00	100%	\$ 100,000.00
SIGNAGE & STRIPING	\$ 60,000.00	100%	\$ 60,000.00
CONSTRUCTION MATERIALS	\$ 600,000.00	60%	\$ 360,000.00
ELECTRICAL MATERIALS	\$ 200,000.00	60%	\$ 120,000.00
	TOTAL POTENTIAL DBE DOLLARS		\$ 1,980,000.00
	NEEDED DBE DOLLARS FOR GOAL		\$ 1,980,000.00
	APPROX. CONTRACT VALUE		\$ 30,000,000.00
	POTENTIAL DBE %		6.6%
	DBE GOAL %		6.6%

The above table is a sample DBE breakdown for the different project scopes. This table is not a final representation of Granite's anticipated DBE commitment.

DBE Assistance

Granite will aid DBE firms who are in need of training, and mentoring. Granite would provide help with attaining bonding, lines of credit, or insurance, as well as assist DBE firms obtain necessary equipment, materials, supplies or other services if needed. Granite will advertise for a “Meet the GC” event with The Paragon Group and NDOT that will occur before final bid solicitation. This event will allow for DBE firms to actively join in and ask questions that encourages DBE participation on the Arlington Avenue Bridges Project.

Monitoring and Reporting Requirements

To track the DBE solicitation, evaluation, and monitoring process, Granite will identify a DBE Compliance Manager. This manager, with the help of each team member, will serve as liaison to RTC’s designated DBE liaison. Granite Construction intends for the Project Manager on the Arlington Avenue Bridges Project to act as the DBE Compliance Manager.

The monitoring and reporting process will follow the guidelines set forth in NDOT specifications section 103.08. Additionally, the project will follow 49 CFR, Part 26 as outlined in the project DBE Provisions. Within these regulations, Granite will monitor and verify that the work that was proposed to be completed by a certified DBE was completed by them. If any changes are made to DBE subcontractors or scopes prior to or during the construction, RTC/NDOT will be notified and approval for these changes will be requested. Per the project DBE Provisions, a DBE firm may only be terminated from the project with written consent from the RTC and Granite proves good cause for termination. Granite will use the B2GNow software to monitor and report DBE information, including prompt payment. Subcontract agreements with all DBE subcontractors will ensure payment to subcontractors for satisfactory performance of their contracts will occur no later than 30 days from receipt of each payment to the prime contractor as described in 49 CFR Part 26.

Granite’s DBE Compliance Manager will head the procurement, monitoring, tracking, and reporting efforts for the project. Granite will maintain all records of DBE outreach to the disadvantaged businesses and the information will be shared with the RTC. Required record outlined in 49 CFR Part 26 will be kept and reported. The summary of Granite’s DBE compliance, outside of the project requirements and DBE provisions, throughout the project is listed below in the chart “Granite DBE Compliance Management.” Granite understands the importance of keeping the departments informed on the DBE participation. The primary responsibility of tracking and reporting will be to keep all stakeholders informed on the DBE participation of the project, in both dollar amount and percentage standings. Granite will maintain records of compliance files and review them as needed. The DBE Compliance Manager will ensure the necessary periodic DBE progress reports have been reviewed and submitted to RTC including verification of payments to DBE subcontractors. Additionally, the Granite team will implement corrective actions as required to maintain DBE compliance.

GRANITE DBE COMPLIANCE MANAGEMENT

DBE SOP Process	When Performed	Status	Reference	Responsible Party	Where Maintained
A) Project Pre-Bid Phase					
Pre-Bid Commercial Useful Function (CUF) Checklist	Prior to submission of the Project's DBE Plan.	Best Practices	DBE-F-001- DBE Pre-Bid, Pre-Award CUF Checklist	Chief Estimator (or similar)	Project Files
Good Faith Effort (GFE) Checklist	Prior to submission of the Project's DBE Plan.	Required	DBE-F-006 - DBE Good Faith Effort Checklist	Chief Estimator (or similar)	Project Files
Print, date and review the UCP NAICS, SIC, or CA Work Codes for the type of work assigned to the DBE. If the DBE is not listed in the UCP, then the DBE is not certified and may not be included in the DBE Participation Plan.	Within 48 hours prior to Agreement execution by Granite.	Required	N/A	Project Manager	DBE Files
B) Post Execution of DBE Agreement Phase					
Jobsite CUF Checklist	Within 30 days of on-site DBE work, when services are performed, or goods are delivered. Then every 6-months thereafter until complete.	Required	DBE-F-003 - DBE CUF Checklist Jobsite Review	Preparer, Project Manager, PX/CM	ICM
DBE Payment Certification	Monthly or within each payment period.	Required	DBE-F-004 - DBE Payment Certification	Project Manager	ICM
DBE Credit Reconciliation	Monthly during each period a DBE is paid; approval by the PM and Controller is necessary within 30 days of payment and prior to claiming DBE credit.	Required	DBE-TP-001 - DBE Reconciliation Template (or alternate)	Project Manager, Controller	ICM
C) Project Execution Phase					
Pre-Award CUF Checklist	Prior to submission of a DBE on the Project's DBE Plan at any time during the project.	Best Practices	DBE-F-001- DBE Pre-Bid, Pre-Award CUF Checklist	Project Manager	Project Files
Good Faith Effort for new scope-of-work packages	Prior to award of each new significant scope-of-work package during the project.	Required	DBE-F-006 - DBE Good Faith Effort Checklist	Project Manager	Project Files

DBE SOP Process	When Performed	Status	Reference	Responsible Party	Where Maintained
Non-Sponsored Joint Venture (NSJV) Checklist	Each April and October for WIP between 10% and 90%.	Required	DBE-F-007 - DBE Non-Sponsored Joint Venture Checklist	PX/ CM	ICM (Send to DBE Compliance Manager)
Update the Project Forecast Summary Workbook (FSW) with DBE information.	Quarterly for WIP between 10% and 90%.	Required	CEFC-SOP-009 Project Forecasting	PX/ CM	Electronic FSW Files

BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Contract No: _____ Contractor: _____
 Project No(s): _____ Address: _____
 Total Bid Amount \$ _____
 Contract DBE Goal: _____%

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

B. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:

C. Total Dollar Value of DBE Participation (add totals from lines A & B):** \$ _____
D. Total percent of DBE participation (divide line c by total bid amount): _____%

Contractor's Signature _____ Date _____

Telephone No. _____

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

EXHIBIT H
DBE PROVISIONS

DBE Provisions

This document describes the DBE requirements that will apply to the Guaranteed Maximum Price (GMP) bid process during the pre-construction services phase of the Project, and performance of the Construction Contract during the construction phase of the Project.

Overview

The Project is a Federal-Aid project and is being administered through NDOT's Local Public Agency (LPA) Program. This Project is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule." The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have an equal opportunity to participate in the performance of the contracts and subcontracts financed in whole or in part with Federal funds.

Pursuant to the LPA Agreement between the RTC and NDOT for this Project and NDOT's LPA Manual, NDOT has provided an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the construction phase of the Project based on NDOT's DBE Program. RTC is required to monitor contractors and subcontractors on the Project to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to NDOT all necessary documents to support compliance with the DBE goals and/or training hours. See LPA Agreement.

It is the policy of the U.S. Department of Transportation that DBEs have an opportunity to participate in the performance of federally financed contracts or subcontracts. To accomplish that goal, agencies involved in the development of Federal-Aid projects must take appropriate measures to ensure DBE firms are encouraged to compete for construction contracts, procurement contracts, grants, services, financial aid, or other benefits, and that DBE firms have access to these opportunities. Actions to ensure compliance with that policy must be approved by the FHWA and cannot be delegated to the state or an LPA. NDOT's DBE Program, as approved by the FHWA, establishes procedures for complying with state and federal policies, and applies to Federal-Aid projects. See LPA Manual, Sec. 13.3.

The RTC has the responsibility to review and enforce DBE requirements on its contracts. The enforcement responsibilities include monitoring and verifying that the work that was proposed to be completed by a DBE certified firm is completed by that firm. The RTC must approve any changes to the DBE subcontractors prior to the prime contractor changing subcontractors. The RTC may impose sanctions against the Contractor for failure to use the DBE subcontractor or get approved changes in DBE subcontractors. See LPA Manual, Sec. 11.8.2.

RTC is required to monitor compliance with DBE requirements using NDOT's Civil Rights and Labor System for tracking and reporting purposes. The Contractor is required to use and submit documentation through NDOT's Civil Rights and Labor System. See LPA Agreement. NDOT requires the RTC, contractors, and subcontractors to use B2GNow software for collecting, monitoring and reporting information regarding DBE, prompt payments, and payments to

subcontractors made by both contractors and subcontractors. Access to the software for the RTC, contractors and subcontracts is provided at no cost. See LPA Manual, Sec. 11.8.

Affirmative Action Requirements

- a. The Contract, as a bidder who intends to subcontract a portion of the work, shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- b. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- c. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 1. Black (a person having origins in any of the black racial groups of Africa);
 2. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 3. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 4. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 5. A woman
- d. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 1. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5
 2. "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- e. The Contractor shall designate and make known to the RTC a liaison officer to administer the Contractor's disadvantaged business enterprise program.

General Responsibilities

The Contractor agrees to use its best efforts to carry out NDOT's DBE Program to maximize the use of DBEs as required by the U.S. Department of Transportation's DBE regulations applicable to all federal-aid contracts. DBEs must be certified by NDOT in accordance with 49 CFR, Part 26. Certification as a DBE or a DBE joint venture shall be predicated on:

- a. The completion and execution of a "Disadvantaged Business Enterprise (NDOT Form No. 052-052)";
- b. Schedule B - Information for Determining Joint Venture Eligibility, for Joint Ventures;
- c. The submission of documents pertaining to the firm(s) as stated in the application(s); and
- d. The submission of any additional information which NDOT may require to determine the firm's eligibility to participate in the DBE program.

NDOT recognizes only those businesses which have been certified by NDOT.

The Contractor is responsible for keeping fully informed with respect to the requirements of the United States Department of Transportation's DBE regulations applicable to all federal-aid contracts; particular attention is directed to the following matters:

- a. A DBE may participate as a contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies;
- b. A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. The DBE joint venture partner must submit Schedule B of the requirements of the United States Department of Transportation's DBE regulations;
- c. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- d. Credit for a DBE Regular Dealer of Materials or supplies is limited to sixty percent (60%) of the price unless the vendor manufactures or substantially alters the goods; and
- e. A DBE must be certified by NDOT to receive credit toward the DBE goal. NDOT's DBE list of certified minority contractors is accessible on the website, www.nevadadbe.com.

Guaranteed Maximum Price (GMP) Bid Procedures

As part of the Guaranteed Maximum Price (GMP) bid process, the Contractor shall submit information on DBEs using the "Bidder Disadvantaged Business or Small Business Enterprise (DBE/SBE) Information" form provided by the RTC, no later than the bid opening time.

Subcontractors must be certified by NDOT on the Guaranteed Maximum Price (GMP) bid date to be eligible to participate as a DBE on the Project.

Subcontractors submitted by the Contractor as meeting the requirements of this subsection for DBE certification by NDOT must have a license, for the type and quantity of work to be performed by said DBE subcontractor, issued by the appropriate agency prior to the Guaranteed Maximum Price (GMP) bid. The Contractor shall verify that all representations made by NDOT concerning DBE subcontractors are in conformance with the State Contractors' Board Rules and Regulations as well as all other State laws. The Contractor shall begin procedures for licensing early enough to ensure that DBE subcontractors are properly licensed prior to the Guaranteed Maximum Price (GMP) bid date.

If the Contractor is unable to meet the DBE goal, it shall, as part of the Guaranteed Maximum Price (GMP) bid, submit documentation which outlines in detail good faith efforts to meet the goal. These are minimum efforts, other evidence of the Contractor's efforts to meet the goal will be considered. Some efforts which may be shown are as follows:

- a. Whether the Contractor attended any bid meetings that were scheduled by NDOT to inform DBEs of contracting and subcontracting opportunities;
- b. Whether the Contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities, including advertising on the www.nevadadbe.com website;
- c. Efforts to negotiate with DBEs for specific sub-bids including at a minimum:
 1. The names, addresses, telephone numbers, and dates the DBEs were contacted and the DBEs response;
 2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
 3. A statement of why additional agreements with DBEs were not reached;
- d. Whether the Contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
- e. Whether the Contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f. Whether the Contractor provided interested DBEs with adequate information about the plans, specifications, and requirements of the Construction Contract;
- g. Whether the Contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their qualifications;
- h. Whether the Contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by NDOT or the Contractor; and
- i. Whether the Contractor effectively used the services of available minority community organizations; minority contractors' groups; local, state and federal minority

business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

Upon Guaranteed Maximum Price (GMP) bid by the Contractor, the Contractor becomes committed to those certified DBE firms listed in the Guaranteed Maximum Price (GMP) bid.

Prior to awarding a Guaranteed Maximum Price (GMP) bid, NDOT's Contract Compliance Office will review the DBE information provided by the Contractor and make a determination of compliance with DBE goal requirements.

DBE Information

The DBE information submitted with the Guaranteed Maximum Price (GMP) bid, and later during the term of the Construction Contract, shall also verify the Contractor's accomplishments and commitments towards meeting the DBE goal for the Construction Contract or documentation detailing the Contractor's good faith efforts. The DBE information is subject to verification by RTC and NDOT which may require additional information or clarification. The DBE information shall include as a minimum the following:

- a. Names, addresses, and telephone numbers of DBEs to be used.
- b. A complete description of the work or supplies to be provided by the DBEs.
- c. The dollar amount of the contract for work or supplies awarded to each DBE.
- d. Written notice from each DBE firm stating that they agree to perform the work committed to, for the price committed to by the Contractor.

DBE information requested by the RTC must be received from the Contractor no later than three (3) working days after RTC submits a written request for additional DBE information to the Contractor.

The Contractor shall provide sufficient cost information to establish the value of services and work performed and supplies provided by DBEs in order to accurately determine the achievement of the DBE goal.

DBE Termination/Substitution

Contractor may not terminate a DBE subcontractor listed in its bid, or a previously approved substituted DBE, without the prior written consent of RTC. RTC may need to consult with NDOT, if appropriate, before providing consent.

RTC will only provide such written consent if it has been determined that the prime contractor has good cause to terminate the DBE firm. Good cause may include the following circumstances:

The listed DBE subcontractor fails or refuses to execute a written contract;

- a. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the

subcontract results from the bad faith or discriminatory action of the prime contractor;

b. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.

c. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

d. RTC has determined that the listed DBE subcontractor is not a responsible contractor;

e. The listed DBE subcontractor voluntarily withdraws from the project and provides RTC written notice of its withdrawal;

f. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

g. Other documented good cause that RTC determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before seeking approval to terminate and/or substitute a DBE, Contractor will give notice in writing to the DBE subcontractor, with a copy to RTC, of its intent to request to terminate and/or substitute, and the reason for the request. Contractor must give the DBE five business days to respond to contractor's notice and to advise RTC and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why RTC should not approve the prime 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 business days.

Contractor will make good faith efforts, as determined by RTC, to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal.

Contractor will obtain prior approval of the substitute DBE and provide copies of new or amended subcontracts, or documentation of good faith efforts to obtain a DBE replacement contractor. Contractor shall request administrative approval of the substitution prior to making a change in the contract.

Sanctions

Failure by the Contractor to fulfill the DBE requirements and to demonstrate good faith efforts constitutes a breach of the Construction Contract. In such instance, RTC or NDOT, as applicable, may:

a. Withhold progress payments or portion thereof;

b. Deduct as damages an amount equal to the unmet portion of the DBE commitment not achieved;

- c. Remove the Contractor from the prequalified bidders list for repeated violations;
- d. Suspend and debar for violations, falsifications, or misrepresentations;
- e. Terminate the Construction Contract; or
- f. Refer the matter for criminal prosecution.

EXHIBIT I

INDEMNIFICATION AND INSURANCE REQUIREMENTS

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PUBLIC WORKS CONSTRUCTION**

Project Cost >\$10,000,000
2022-03-09 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF BID OR PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR DIRECTLY AT (775) 335-1845.

2. INDEMNIFICATION

CONTRACTOR agrees to defend, save and hold harmless and fully indemnify RTC, Washoe County, the City of Reno, FHWA, and NDOT, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of:

- A. Any errors, omissions, recklessness, or intentional misconduct in the performance of the work or services rendered by CONTRACTOR, its subcontractors and subconsultants (collectively "Subs"), its employees, agents, officers, directors, or anyone else for whom CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, Subs, or anyone else for whom CONTRACTOR is legally responsible; and
- C. The violation of law or any contractual provisions or any infringement related to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions resulting from the use by the Indemnitees of any materials, devices, processes, or equipment (including software) supplied by CONTRACTOR under or as a result of this Agreement, but excluding any violation or infringement resulting from the modification or alteration by the Indemnitees of any materials, devices, processes, or equipment (including software) not consented to by CONTRACTOR; and
- D. The use by the Indemnitees, including their consultants and subconsultants, of equipment, parts and other articles supplied by CONTRACTOR under this Agreement to the extent such Damages are caused by defects in the design, marketing or manufacturing of the equipment, parts and other articles.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions of CONTRACTOR or anyone else for whom CONTRACTOR is legally responsible, CONTRACTOR shall reimburse the Indemnitees for the time spent by such personnel at the rate of the Indemnitees pay or compensation for such services.

If an Indemnitee is found to be liable in the proceeding, then CONTRACTOR'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONTRACTOR.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.C above and the use is enjoined, CONTRACTOR, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

3. GENERAL REQUIREMENTS

Prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage, CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

4. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC Finance Department and be received by RTC before work commences. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, upon request. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

Contractor or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-

payment of premium. CONTRACTOR shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits commensurate with their exposure and consistent with Contractor's regular practices. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, the City of Reno, FHWA and NDOT, as additional insureds under its commercial general liability policy subject to the same requirements stated herein without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least \$1,000,000 per occurrence and at least \$2,000,000 for any applicable coverage aggregates or the amounts customarily required by Contractor, whichever is GREATER. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Contract. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

8. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. RTC reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. MISCELLANEOUS CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONTRACTOR fails to furnish the required certificate or fails to maintain the required

insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.

- C. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$10,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 and CG 20 37 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

CONTRACTOR waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than **\$10,000,000** each occurrence for at least 5 years following substantial completion of the work.

- a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

Electronic Data Liability Insurance. If project involves work that may affect or interrupt electronically stored or transmitted data, CONTRACTOR shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than **\$5,000,000**.

Organizations contracting for work that may create a risk of damage to their electronically stored data may require that CONTRACTOR maintain coverage of this kind.

Railroad Protective Liability Insurance. For any construction or demolition work within fifty (50) feet of a railroad, CONTRACTOR shall maintain Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of **\$6,000,000** per occurrence or higher limit if required by the railroad. CONTRACTOR shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the coverage.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella

liability insurance with a limit of not less than **\$5,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONTRACTOR does not own or operate any owned or leased vehicles.

CONTRACTOR waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to this Agreement.

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONTRACTOR or any Sub by RTC. CONTRACTOR, and any Subs, shall procure, pay for and maintain required coverages.

CONTRACTOR shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than **\$1,000,000** each accident for bodily injury by accident or **\$1,000,000** each employee for bodily injury by disease.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

If CONTRACTOR or Sub is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONTRACTOR waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONTRACTOR shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. CONTRACTORS POLLUTION LIABILITY INSURANCE

If applicable (as determined by RTC in its sole discretion), CONTRACTOR shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents that arise from the operations of CONTRACTOR described under the scope of services of this contract.

Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least **\$5,000,000** per claim, with an annual aggregate of at least **\$5,000,000**.

RTC, Washoe County, the City of Reno, and the City of Sparks, shall be included as insureds under CONTRACTOR's pollution liability insurance.

If coverage as required herein is written on a claims-made basis, CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning from the time that work under the contract is completed.

CONTRACTOR shall provide to RTC a certificate of insurance documenting the existence of coverage as required in this contract. The certificate shall be signed by a person authorized by the insurer to bind coverage on its behalf as described in the certificate. Such certificate shall be delivered to RTC before work under this contract commences.

If the scope of services as defined in this contract includes the disposal of any hazardous or nonhazardous materials from the job site, CONTRACTOR must furnish to RTC evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Owner under this section must be maintained in minimum amounts of **\$5,000,000** per loss, with an annual aggregate of at least **\$5,000,000**.

14. PROPERTY INSURANCE

Before the start of work, CONTRACTOR shall obtain and maintain in force Builder's Risk insurance upon the entire Project. Such insurance shall be written on a completed value form and **in an amount equal to the initial contract sum plus the value of any subsequent changes in the contract sum as well as the cost of labor, materials or equipment supplied by others.** The insurance shall apply on replacement cost basis.

The insurance as required in this section shall have additional named insureds RTC, CONTRACTOR, and all subcontractors and sub-subcontractors of any tier in the work.

The insurance as required in this section shall cover the entire work at the site identified herein including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

CONTRACTOR shall purchase and maintain equipment breakdown/boiler and machinery insurance required by the contract documents or by law, covering insured objects during installation, testing and until final acceptance by RTC. This insurance shall name as insureds RTC, CONTRACTOR, and all subcontractors and sub-subcontractors of any tier in the work.

The insurance shall, at a minimum, cover the causes of loss insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse and other ensuing loss or resulting damage from design error, omission, or defective construction methods, design, specifications, workmanship or materials..

CONTRACTOR shall be responsible for any deductible amounts and coinsurance penalties.

CONTRACTOR and RTC waive all rights against each other and each of their subcontractors, sub-subcontractors, officers, directors, agents, and employees, for recovery for damages caused by fire and other perils to the extent covered by builders risk insurance purchased pursuant to this agreement, or any other property insurance applicable to the work.

This insurance shall remain in effect until final acceptance by RTC and the local jurisdiction(s) unless another date is agreed to in writing between the RTC and Contractor prior to any such cancellation or termination of coverage. CONTRACTOR shall notify RTC in writing prior to the cancellation or termination of any coverage required under this section.

Partial occupancy or use of any public building or project shall not commence until CONTRACTOR has secured the consent of the insurance company or companies providing the coverage required in this paragraph. CONTRACTOR shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual

written consent with the RTC, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

Prior to commencement of the work, CONTRACTOR shall provide certificates of insurance for the insurance coverage obtained in compliance with this paragraph. In addition, the following coverages and limits will be required:

- 1) Earth Movement Coverage: For projects that cost less than \$10,000,000, coverage and limits shall be \$5,000,000 or the full project cost, whichever is less. For projects that cost \$10,000,000 or greater, coverage and limits shall be **\$5,000,000 or fifty percent (50%) of the full project cost, whichever is GREATER.**
- 2) Flood: If the Project is located in a Special Flood Hazard Area (i.e. A or V, inclusive of 100-year flood exposures), coverage and limits for \$5,000,000 or the full project cost, whichever is less.

EXHIBIT J

FEDERAL AND NDOT LOCAL PUBLIC AGENCY (LPA) REQUIREMENTS

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidating damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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.c. of this section) and the Davis-Bacon poster (WH-1321) must 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.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3 a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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 determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. 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.

8. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. 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. 29 CFR 5.5.

2. 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 therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180 800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180 900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 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 paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Appendix A of Department of Transportation Order 1050.2A

"During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request

the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.”

Appendix E of Department of Transportation Order 1050.2A

"During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq)."

ADDITIONAL CONTRACT PROVISIONS
SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization, please use the following identification codes:

- i. White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.
- ii. Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.
- iii. Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through a tribe or community.
- iv. Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.
- v. Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.
- vi. Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.
- vii. Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.
- viii. Not Specified: Only for persons who choose not to list their race, ethnicity, color, or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able

to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The

Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any

responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein. The following goal for female utilization shall be included in all Federal and Federally assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing work on a Federal or Federally assisted construction contract or subcontract.

FEMALE PARTICIPATION STATEWIDE

Time Period	Goal
Until Further Notice	6.9%

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each non-exempt Contractor's total on-site construction work force, regardless of whether or not part of that work force is performing work on a Federal, Federally assisted or non-Federally related project, contract or subcontract.

Construction Contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such Contractors are required to comply with the applicable Standard Metropolitan Statistical Area (SMSA) or Economic Area (EA) goal contained herein.

NEVADA ECONOMIC AREA

SMSA Counties, NV Clark	12.6%
163 Las Vegas, NV	
4120 Las Vegas, NV	
Non-SMSA Counties, NV Esmeralda, NV Lincoln, NV Nye	8.2%
SMSA Counties, NV Washoe	
164 Reno, NV	
6720 Reno, NV	
Non-SMSA Counties, NV Churchill, NV Douglas	9.2%
NV Elko, NV Eureka, NV Humboldt, NV Lander,	
NV Lyon, NV Mineral, NV Pershing, NV Storey,	
NV White Pine, NV Carson City	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goal for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours

of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the RTC and the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

ADDITIONAL CONTRACT PROVISIONS
EQUAL EMPLOYMENT OPPORTUNITY

Training Special Provisions

In accordance with 23 U.S.C. 140(a) and as a part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as specified herein.

Provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of hours of training will be 1,600 hours.

In the event that a portion of the contract work is subcontracted, determine how many, if any, of the trainees are to be trained by the subcontractor, however, the Contractor retains the primary responsibility for meeting the training requirements specified. Insure that these training specifications are made applicable to such subcontract. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, submit for approval, the number of trainees in each selected classification and training program to be used. Furthermore, specify the starting time for training in each of the classifications. Credit will be given for each trainee employed on the contract work who is currently enrolled or becomes enrolled in an approved program and reimbursement will be made for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of these training requirements. Make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. Be responsible for demonstrating the steps taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with these training requirements. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Do not employ any person as a trainee in any classification in which they have successfully completed a training course leading to journeyman status or in which they have been employed as a journeyman. Satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records shall document the findings in each case.

The minimum length and type of training for each classification shall be as established in the training program selected by the Contractor and approved by the RTC and the Federal Highway Administration. The RTC and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and

Training will also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the RTC, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made where the Contractor does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee, or pays the trainee's wages during the offsite training period.

No payment will be made to the Contractor if either the failure to provide the required training or the failure to hire the trainee as a journeyman is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting these training requirements. It is normally expected that a trainee will begin their training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in their work classification or until they have completed their training program. It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under these training requirements if acceptable training has been provided for the number of training hours specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees shall be paid at least 60% of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75% for the third quarter of the training period, and 90% for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by these specifications.

Furnish each trainee a copy of the program they shall follow in providing the training. Provide each trainee with a certification showing the type and length of training satisfactorily completed.

Maintain records and furnish periodic reports documenting performance of these training requirements.

PLEASE NOTE: Payment for TRAINING (1,600 TRAINEE(S)) as required above and by Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968 will be made at a rate of \$0.80 per hour. Any bid

submitted with an amount other than the specified rate will be adjusted to \$0.80 per hour for this bid item.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman

- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
- (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5
 - (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

Buy America and Buy America Build America (BABA) Requirements

In accordance with Title 23 CFR 635.410, permanently incorporated steel and/or iron materials on Federal-Aid projects shall be domestically produced regardless of the percentage they comprise in a manufactured product or form they take.

Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed 1/10 of 1% of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the contractor. Submit for review a request to use foreign materials prior to their use. Do not incorporate any foreign steel materials into the project without approval.

To qualify as domestic steel, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, coating, and assembly of product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories or possessions of the United States. Raw materials used in the steel and/or production may be imported. Raw materials such as iron ore, limestone, waste products, etc. which are used in the manufacturing process to produce steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign steel or iron billets is not acceptable under Buy America.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Provide a Certificate of Materials Origin, using NDOT form 020-095, certifying materials comply with the Buy America requirements as specified above. Submit the certification prior to installation of the material. Unless a Certificate of Materials Origin has been provided, the materials will be considered of foreign origin.

STANDARDIZED CHANGED CONDITION CLAUSES

(1) *Differing site conditions.*

- a. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- b. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- c. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- d. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) *Suspensions of work ordered by the engineer.*

- a. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- b. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- c. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment with the time prescribed.
- d. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work*

- a. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- b. If the alterations or changes in quantities significantly change the character of the

work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

- c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- d. The term "significant change" shall be construed to apply only to the following circumstances:
 - i. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - ii. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

PROMPT PAYMENT AND RETAINAGE CLAUSE

The prime contractor shall pay each subcontractor for satisfactory performance of the subcontractor's contract no later than 10 days from the receipt of each payment the prime contractor receives from the RTC. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed in accordance with 49 CFR 26.29(b)(2). For the purposes of this Subsection, satisfactory completion is defined as the following conditions: (a) Satisfactory completion of the subcontractor's scope of work as described in the contract documents; (b) Receipt of payment for subcontractor's scope of work; (c) Release of claims from subcontractor's laborers, material and equipment suppliers, and lower tier subcontractors; (d) Payment, if applicable, of all union benefits or to employee trust accounts.

REQUIRED POSTINGS AND NOTICES

Notices and posters are to be placed in:

- *areas readily accessible to the public and employees (per 23 CFR 230.121);*
- *on the site of the public work in a place generally visible to the workmen (per NRS 338.020);*
- *shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3); and*
- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here:
<https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here:
http://labor.nv.gov/Employer/Employer_Posters/
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

PROSECUTION AND PROGRESS

SECTION 108 - PROSECUTION AND PROGRESS

108.01 Subletting of Contract. Do not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof or right, title or interest therein, without prior written consent of the Engineer and of the surety. The subcontractor or assignee shall not have any claim against the RTC by reason of the approval of the subcontract or assignment.

Submit requests for permission to sublet, assign, or otherwise dispose of any portion of the contract in writing and accompany with a letter showing that the organization which will perform the work is particularly experienced for such work.

Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of his liability under the contract and bonds. Without exception and before the performance of any work by a subcontractor, submit a request to sublet and 2 certified copies of a fully executed subcontract between the Contractor and the subcontractor. This also applies to lower tier subcontracts.

In preparing such copies, the prices agreed upon for the work may be omitted, except as follows:

- (a) The type, amount, and price for partial items of work must be clearly indicated. Subcontracts with DBE/SBE firms must clearly show the type, amount, and agreed price for the work.

The subcontractors shall not begin work on the contract until after these documents have been reviewed and approved.

See the paragraph contained in Subsection 110.01 pertaining to Title 29, Code of Federal Regulations, Part 1926.

See Subsection 102.03 for subcontractor information required on the day of bid opening.

According to NRS 338.141, do not substitute any person for a subcontractor who is named in the bid, unless:

- (a) The RTC objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change; or
- (b) The substitution is approved by the RTC and:
 1. The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the Contractor which was offered to the subcontractor with the same terms that all other subcontractors on the project were offered;
 2. The named subcontractor files for bankruptcy or becomes insolvent; or
 3. The named subcontractor fails or refuses to perform his subcontract within a reasonable time.

Contract bid prices will prevail for purposes of computing the monetary value of all subcontracts.

Perform with own organization, work amounting to not less than 30% of the combined value of all items of the work covered by the contract except as follows:

- (a) If electing to furnish materials for work to be performed by an approved subcontractor and the materials are not obtained from the same firm that is to perform the work of incorporating said materials into the project, the cost of said materials, when set forth in a written statement accompanying the subcontract agreement or contained therein, will be excluded from amounts applicable to the subcontracted percentage.

When a firm both sells materials to a Contractor and performs the work of incorporating the materials

into the project, these 2 phases of work must necessarily be considered in combination and, as in effect, constituting a single subcontract.

- (b) When performed by subcontract, any items that have been selected as "Specialty Items" for the contract will be excluded from amounts applicable to the subcontracted percentage. "Specialty Items" for the contract will be listed as such in the Special Provisions.

The contract amount bid for "Specialty Items" so performed by subcontract will be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

Roadside production of materials is construed to be the production of crushed stone, gravel, or other material with portable or semi-portable crushing, screening, or washing plants, established or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work. Roadside production of materials will be considered subcontracting if performed by other than the Contractor.

The RTC and the Contractor will not recognize any subcontractor on the work as a party to the contract. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and the Local Agency. The Contractor will be held solely responsible for the progress of the work according to the progress required.

Insert in each subcontract all of the following contract provisions, copies of which are contained in the contract documents:

- (a) LABOR PROVISIONS: The "DESIGNATED HOURLY MINIMUM WAGE RATES" supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada.
- (b) FORM FHWA-1273: The "REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts)", "Appendix A of Department of Transportation Order 1050.2A" and "Appendix E of Department of Transportation Order 1050.2A."
- (c) The "ADDITIONAL CONTRACT PROVISIONS—SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS."
- (d) The "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)."
- (e) The "ADDITIONAL CONTRACT PROVISIONS—EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions."
- (f) The certification on "RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS."
- (g) The "AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) and 2 CFR PARTS 180 AND 1200 – SUSPENSION AND DEBARMENT"

Insert the following statements in each subcontract:

**"NON-DISCRIMINATION IN EMPLOYMENT
AND CONTRACT LABOR PROVISIONS"**

"In connection with the performance of work under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color or National origin; and further agrees to insert the foregoing provisions in all subcontracts hereunder."

"Also included, and made a part of this subcontract agreement are the necessary Labor Provisions, including

the "Designated Wages" as determined from wages supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada; Form FHWA-1273, the "Required Contract Provisions, All Federal-aid Construction Contracts (Exclusive of Certification Acceptance and Appalachian Contracts)"; the "Contract Work Hours Standards Act—Overtime Compensation."

"Compliance with the Provisions of NRS 338.125 is mandatory insofar as it does not conflict with the above provisions of Title VI of the Civil Rights Act of 1964," a pertinent portion is as follows:

"In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, age, color, national origin or sex. Such agreement 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."

**"NOTICE TO PROSPECTIVE SUBCONTRACTORS AND
MATERIAL SUPPLIERS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES"**

"A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, must be executed by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity Clause."

"Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities."

"Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause."

Also insert in each subcontract agreement, a clause requiring subcontractors to include the contract provisions mentioned herein in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The contract provisions shall in no instance be incorporated by reference.

The Contractor shall not terminate a DBE/SBE subcontractor (or an approved substitute DBE/SBE firm) listed as specified in Subsection 102.03 without written approval. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE/SBE subcontractor with its own forces or those of an affiliate, a non-DBE/non-SBE firm, or with another DBE/SBE firm.

The RTC will provide such written approval only if it agrees that the Contractor has good cause to terminate the DBE/SBE firm. Good cause includes the following circumstances:

1. The listed DBE/SBE fails or refuses to execute a written contract.
2. The listed DBE/SBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/SBE to perform its work on the subcontract results from the bad faith or discriminatory action of the

Contractor.

3. The listed DBE/SBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
4. The listed DBE/SBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. The listed DBE/SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law.
6. The RTC has determined the listed DBE/SBE is not a responsible contractor.
7. The listed DBE/SBE voluntarily withdraws from the project and provides to the Contractor and the Local Agency written notice of its withdrawal.
8. The listed DBE/SBE is ineligible to receive DBE/SBE credit for the type of work required.
9. A DBE/SBE owner dies or becomes disabled with the result that the listed DBE/SBE contractor is unable to complete its work on the contract.
10. Other documented good cause that you determine compels the termination of the DBE/SBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE/SBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE/SBE was engaged or so that the Contractor can substitute another DBE/SBE or non-DBE/non-SBE after contract award.

The Contractor shall give notice in writing to the DBE/SBE and the RTC of its intent to request to terminate or substitute a DBE/SBE, and the reason for the request. The Contractor shall give the DBE/SBE 5 days to respond to the Contractor's notice and advise the RTC and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the termination should not be approved. If required in a particular case as a matter of public necessity, the RTC may provide a response period shorter than 5 days.

When a DBE/SBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Contractor will make good faith efforts to find another DBE/SBE subcontractor to substitute for the original DBE/SBE. These good faith efforts shall be directed at finding another DBE/SBE to perform at least the same amount of work under the contract as the DBE/SBE that was terminated, to the extent needed to meet the contract goal.

When performed by subcontract, the following items of work, designated herein as "Specialty Items," are hereby exempted from the provisions that 30% of the value of the work be performed by the Contractor with his own organization, but are not exempted from the remaining provisions concerning subcontracting.

EXHIBIT K

FEDERAL CERTIFICATIONS AND AFFIDAVITS

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT**

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Regional Transportation Commission of Washoe County will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20____

(SEAL)

Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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.

(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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

AFFIDAVIT OF NON-COLLUSION

State of _____

County _____

I, _____ [name of party signing this affidavit and Bid Form],
_____ [title] under penalty of perjury, being duly sworn, depose and say:

That _____ [name of person, firm, association, or corporation] has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

Signature

Title

SUBSCRIBED AND SWORN to before me

this _____ day of _____, 202__.

Notary Public

**Form BAC
Buy America Certificate**

Compliance with Buy America and Build America, Buy America Requirements

The Construction Manager shall comply with the Federal Highway Administration (FHWA) Buy America requirements in 23 CFR 635.410, which permits FHWA participation in the Contract only if permanently incorporated steel and/or iron materials be domestically produced regardless of the percentage they comprise in a manufactured product or form they take.

Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed 1/10 of 1% of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the contractor. Submit for review a request to use foreign materials prior to their use. Do not incorporate any foreign steel materials into the project without approval.

To qualify as domestic steel, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, coating, and assembly of product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories or possessions of the United States. Raw materials used in the steel and/or production may be imported. Raw materials such as iron ore, limestone, waste products, etc. which are used in the manufacturing process to produce steel and/or irons materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign steel or iron billets is not acceptable under Buy America.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Provide a Certificate of Materials Origin, using NDOT form 020-095, certifying materials comply with the Buy America requirements as specified above. Submit the certification prior to installation of the material. Unless a Certificate of Materials Origin has been provided, the materials will be considered of foreign origin.

Certificate of Compliance

The Construction Manager hereby certifies that it will comply with the requirements of the Infrastructure and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52), 23 U.S.C. 313, and the applicable regulations in 23 CFR 635.410.

Date: _____

Signature: _____

Construction Manager's Name: _____

Title: _____

EXHIBIT L

DAVIS-BACON WAGE RATES AND NEVADA PREVAILING WAGE RATES

WAGES AND CONDITIONS OF EMPLOYMENT

SECTION 110 - WAGES AND CONDITIONS OF EMPLOYMENT

110.01 Description. The provisions pertaining to wages and conditions of employment shall apply to all work performed (on the contract) by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed on the contract by subcontractors.

Minimum wage rates determined by the Labor Commissioner of the State of Nevada and by the Secretary of Labor, if applicable, are set forth in the contract documents. Do not pay wage rates less than the minimum wage rates.

Forfeit, as a penalty to the RTC, the amount stipulated in NRS Chapter 338 when workmen are paid less than the minimum wage rate.

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926—published in the Federal Register on December 16, 1972, and subsequent revisions) promulgated by the United States Secretary of Labor, according to Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

The minimum wage rates apply to workmen working upon the "site of the work." The term "site of the work" is defined as follows:

The "site of the work" is defined as the physical place or places where work called for in the contract is performed by either the Contractor or the Contractor's agents. Material sources controlled by the Local Agency and staging areas set up to construct portions of the work are considered to be the "site of the work." Not included in the "site of the work" are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids are not included in the "site of the work."

The Contractor and subcontractors compliance with Title 29, subtitle A, 3.3, Code of Federal Regulations and NRS 338 will be required on this contract. These regulations require submittal of a tally of weekly payroll and statement of compliance with respect to each employee engaged in work on the project. Submit these payrolls and statement of compliance to the Nevada Department of Transportation and the State of Nevada Labor Commissioner.

Submit payrolls electronically via the internet into the RTC's contracted payroll tracking system. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. Upon issuance of the Notice to Proceed, the RTC will provide the Contractor with the website addresses and a Login Identification and Password to access the payroll system.

The RTC's contracted payroll tracking system is LCP Tracker. Options for interface software and training to utilize the system are available on LCP Tracker websites.

Pay an annual LCP Tracker Access Fee of \$1,100.00 for contracts bid up to \$5 Million, an annual fee of \$1,800.00 for contracts bid over \$5 Million up to \$10 Million, an annual fee of \$2,900.00 for contracts bid over \$10 Million up to \$25 Million, and an annual fee of \$5,800.00 for contracts bid over \$25 Million up to \$100 Million.

STATE OF NEVADA

JOE LOMBARDO
GOVERNOR

DR. KRISTOPHER SANCHEZ
DIRECTOR

BRETT HARRIS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
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2024 PREVAILING WAGE RATES WASHOE COUNTY REGION

DATE OF DETERMINATION: October 1, 2023

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

PREVAILING WAGE DETERMINATIONS - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

OBJECTIONS TO PREVAILING WAGE DETERMINATIONS – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.

Air Balance Technician	4
Alarm Installer.....	5
Boilermaker	6
Bricklayer.....	7
Carpenter.....	8
Cement Mason	9
Electrician – Communication Technician	10
Electrician - Lineman	11
Electrician – Neon Sign.....	13
Electrician - Wireman.....	14
Elevator Constructor	15
Fence Erector	17
Flagperson.....	18
Floorcoverer	19
Glazier	20
Highway Striper	22
Hod Carrier-Brick Mason	23
Hod Carrier – Plasterer Tender.....	24
Ironworker.....	26
Laborer	29
Lubrication And Service Engineer (Mobile And Grease Rack).....	30
Mechanical Insulator.....	31
Millwright.....	32
Operating Engineer.....	35
Operating Engineer – Steel Fabricator & Erector.....	35
Operating Engineer – Piledriver	36
Painter	38
Piledriver (Non-Equipment)	40
Plasterer	42
Plumber/Pipefitter	43
Refrigeration	44
Roofer.....	45
Sheet Metal Worker	46
Soils and Material Tester.....	47
Sprinkler Fitter	47
Surveyor	48
Taper	49
Tile/Terrazzo Worker/Marble Mason Finisher	50
Tile/Terrazzo Worker/Marble Mason	51
Traffic Barrier Erector.....	53
Truck Driver	54
Well Driller	56
Group Classifications	57
Labor Group Classifications	57
Operating Engineers	61

NRS section 338.010 subsection (25) "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 worker.

NRS section 338.035 Bona Fide Fringe Benefits - Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. "Bona fide fringe benefit" means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS section 338.030.

Please see NRS sections 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) sections 338.0097 and 338.092 through 338.100 for further details on "Bona fide fringe benefits" and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workers

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 section 338.0095(1)(a) - A worker employed on a public work must be paid the applicable prevailing rate of wage for the type of work that the worker actually performs on the public work and in accordance with the recognized class of the worker.
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.

Premium Pay Premium pay for hours worked in excess of a shift of 8 hours or 12 hours, or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

Craft: AIR BALANCE TECHNICIAN (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Air Balance Technician Journeyman.....	73.87
Air Balance Technician-Foreman.....	78.26
Air Balance Technician-General Foreman.....	82.65

ADD ZONE RATE

In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

ADD PREMIUM PAY

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

JOB DESCRIPTION: Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: ALARM INSTALLER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Alarm Installer.....39.90

JOB DESCRIPTION:

Includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

Craft: BOILERMAKER (Union Rate)
Prevailing wage rates include the base rate as well as all applicable fringes

Boilermaker.....	72.01
Boilermaker Foreman.....	74.51

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PER DIEM payments and TRAVEL pay shall be paid as follows:

The Contractor shall pay the employee Per Diem in the amount of seventy-five dollars (\$75.00) per day worked where the job site is 70 miles or more but less than 120 miles from the dispatch point.

For mileage of 120 miles or more, the daily Per Diem amount shall be ninety dollars (\$90.00) per day worked.

Where the job site is over 120 miles or more from the dispatch point, employees shall receive the I.R.S. maximum allowable per mile for transportation between the dispatch point and the job site at the beginning and conclusion of their employment.

Where a job is located two hundred and forty (240) miles or more from the dispatch point, the employee will receive one additional day's Per Diem at the beginning of employment and one additional day's Per Diem at the conclusion of employment.

JOB DESCRIPTION:

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.

Craft: BRICKLAYER (Union Rate)
Prevailing wage rates include the base rate as well as all applicable fringes

SEE AMENDMENT 1

Bricklayer Journeyman.....	51.71
Bricklayer Foreman.....	52.96

ADD ZONE PAY in addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on road miles of over thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 35 miles	\$0.00
Zone 2	35 to 75 miles	\$2.50
Zone 3	Over 75 miles	\$8.12

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.
 New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day,
 Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169.

This shall apply to and cover the work of Brick/Block Masonry, Stone Masonry, Artificial Masonry Marble Masonry.

Craft: CARPENTER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Carpenter Journeyman.....	58.42
Carpenter Foreman.....	62.06
Carpenter General Foreman.....	66.06

ADD ZONE RATE

(Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	Within 75 road miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

ADD PREMIUM PAY

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

JOB DESCRIPTION Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

- (1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure. All rigging of Carpenters', and Piledrivers' materials.
- (2) All heavy, highway and engineering construction, including but not limited to the construction, improvement, modification and demolition of all or any part of the streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and draining systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwaters or rip rap stone or operations incidental to such heavy construction work and whether such work is above or below the water line level.
- (3) The character of such work covered by this Agreement shall include but not be limited to all carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction, including but not limited to plastics and such work in connection with new methods of construction or use of materials.
- (4) All interior and/or exterior wall finish work, including EIFS and other wet wall finish work.

Craft: CEMENT MASON (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Cement Mason - Journeyman.....	51.92
Cement Mason - Foreman.....	55.55

ADD ZONE RATE

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	More than 300 miles	\$8.00

ADD PREMIUM PAY

OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double the hourly rate. All worked performed on Saturdays shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day and the following Friday following Thanksgiving Day, and Christmas

JOB DESCRIPTIONS

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.
2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:
Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.
Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Communication Technician.....41.13

JOB DESCRIPTION:

ELECTRONIC COMMUNICATION TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment; 2016-2017 Prevailing Wage Rates – Washoe County 13
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems.

Craft: ELECTRICIAN LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR
(Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Electrician-Groundman.....	39.57
Lineman-Journeyman.....	67.30
Lineman-Foreman.....	73.99
Lineman-General Foreman.....	80.76
Lineman-Equipment Man.....	51.75

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Thanksgiving Day and the Friday following, Christmas Day.

JOB DESCRIPTION:

Outside, overhead and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems which shall include:

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.
2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coillable conduit), the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

Street lighting systems where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction.

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on

the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

Craft: ELECTRICIAN – NEON SIGN (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Electrician Neon Sign Journeyman.....	63.15
Electrician Neon Sign Foreman.....	65.15
Electrician Neon Sign Truck Foreman supervising (4) or more.....	67.65

ADD PREMIUM PAY

One and one half (1 ½X) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

Double (2X) the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

SHIFT DIFFERENTIAL

Second Shift (Swing) will be an additional \$1.25 cents per hour.

Third Shift (Graveyard) will be an additional \$1.50 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.75 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$4.00 per hour in addition to their normal rate for a minimum of 4 hours.

FOREMAN/TRUCK FOREMAN

1. First employee on the job (TRUCK FOREMAN) must have a CDL and Welder certification and shall be paid \$2.00 per hour in addition to their normal rate of pay.
2. When the first employee on the job (FOREMAN) is supervising (4) or more workers, he or she shall be paid an additional \$2.50 per hour. In addition to their normal rate of pay.
3. When the first employee on the job (TRUCK FOREMAN and FOREMAN) has a CDL and Welder certification and is supervising (4) or more workers, he or she shall be paid an additional \$4.50 per hour. In addition to their normal rate of pay.

RECOGNIZED HOLIDAYS

New Year's Day, Martin Luther King Day, President's Day unpaid holiday; double time for any hours worked, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve ½ day (4 hours) unpaid holiday; straight time for first four hours worked and double time for hours worked after four hours, Christmas Day.

JOB DESCRIPTION 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.

Craft: ELECTRICIAN WIREMAN (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Wireman.....	69.61
Wireman-Cable Splicer.....	75.41
Wireman Foreman.....	75.41
Wireman General Foreman.....	81.21

ADD ZONE RATE

In addition to ELECTRICIAN-Wireman, rates, add the applicable amounts per hour, calculated from Washoe County Courthouse, Reno Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

3. For all hours worked over ten (10) hours in one day or shift.
4. For any hours worked on Sunday
5. For any hours worked on Holidays

Shift Rates

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (31.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

****Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)**

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between NECA and Local Union 401, IBEW

All electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heat and power equipment, installation of all raceway systems, including underground conduits and all supports, underground utility conduits, photovoltaic power generation systems, wind power generation systems and geothermal power generating systems. Further all salvage of electrical work shall be included.

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Elevator Constructor-Journeyman Mechanic.....	122.16
Elevator Constructor-Journeyman Mechanic In Charge.....	132.63

ADD PREMIUM PAY

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement of International Union of Elevator Constructors

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory. The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators

- (d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- (e) The erecting of all guide rails.
- (f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.
- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.

Craft: FENCE ERECTOR (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Fence Erector.....48.78

ADD ZONE RATE

In addition to FENCE ERECTOR rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

ADD PREMIUM PAY

One and one half (1 1/2) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION:

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power-driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level.

Craft: FLAG PERSON (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Flag Person.....46.66

ADD ZONE RATE

In addition to FLAG PERSON add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

Craft: FLOOR COVERER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Floor Coverer Journeyman.....	57.40
Floor Coverer Foreman.....	61.14

ADD PREMIUM PAY

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Southwest Mountain States Regional Council of Carpenters.

All work in connection with the installation of floor coverings (with the exception of wood floors which are covered by the Master Labor Agreement) such as measuring, cutting, installing, or removal and other preparation for installation of all types of floor covering. All types of floor covering regardless of material (except wood flooring), including but not limited to all types of carpeting, linoleum, vinyl, cork, laminate floors; glue down wood floor applications; rubber, cork, asphalt, linoleum or other types of tile; artificial turf and sports surfaces; any type of resilient flooring such as epoxy, polyurethane or similar materials regardless of how applied; and ceramic tile and stone. Included in the work covered is the application or installation of any type of moisture barrier and any type of underlayment or subfloor in connection with a flooring installation.

Craft: GLAZIER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Glazier Journeyman.....	33.70
Glazier Foreman.....	36.15
Glazier Superintendent.....	37.37

ADD PREMIUM PAY

One and one half (1 1/2) the regular straight time hourly rate shall be paid:

1. For first two (2) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond ten (10) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Also, if there is less than 10 hours between shifts, the 2nd shift becomes an extension of the 1st shift.

*Shift Differential: To be paid for all work performed between the hours of 5:30 pm to 5 am and it will be compensated at 10% differential for all hours worked including overtime. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

20.1 High Pay – work that is thirty (30) or more feet in height above grade on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift, boom lift), rappelling work, work at slab edge outside the perimeter safety cable or work at slab edge inside the perimeter safety cable if the work being performed puts the employee in a free fall situation because the perimeter safety cable is no longer at or near waist level shall be paid at the rate of one dollar (\$1.00) per hour above the straight time rate for actual hours worked. High time shall be paid in addition to all other premiums involved.

25.2 Foremen:

a) The selection of the individual to act as foreman shall be at the discretion of the Employer. On outside jobs lasting three (3) days or more and which four (4) workers or more are employed, one (1) foreman will be designated and he shall be paid ten percent (10%) per hour over the highest journeyman Glazier supervised. Inside foreman shall receive ten percent (10%) per hour above the journeyman's wage scale.

b) When a glazier is requested to perform welding on the job site, he/she will be compensated one dollar (\$1.00) over his regular rate of pay. All equipment, including hoods, leather and gloves, will be supplied by the Employer.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between DC 16 and Glazing Contractors Associations of NV and Independent Contractors

General Glazing shall include the layout and setting by hand or with machines, cutting, preparing handling or removal of the following and incidental and supplemental to such work: setter of art glass, prism glass, beveled glass, leaded glass, automobile glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, and all other types of opaque glass; glass chalk boards, structural glass, tempered and laminated glass, thiokal, neoprene and all other types of glass cements, all types of insulating glass units, solar heat collectors containing glass or glass substitutes, glass hand rail, electric glass, bathroom fixtures, all plastics when used in place of glass, all other similar materials when used in place of moldings, tubber, lead and all types of mastic in wood, iron, aluminum or sheet metal, sash skylights, doors, frames, stone, wall cases, show cases, books cases, sideboards, partitions, automatic doors, automatic sliding doors, revolving doors, luminous ceilings, gaskets, and plastic mirrors, the installation of the above materials, temporary or permanent, on or for any building in the course of repair, remodel, construction or alteration.

The installation of all glass framing or support systems for the same such as extruded, rolled or fabricated metals or any materials that replace the same, such as plastics, metal tubes, mullions, metal facing materials, muttins, facia trim moldings, porcelain panels, skylights, showcase doors and relative materials, including those in any or all of the buildings related to the store front and window wall, curtain wall, stop wall, skylight and dome construction. Glazing and installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens storm stash where the glass becomes an integral part of the finished products, the tinting and coating of glass for the reflecting of heat and light, showcase tops, glass shelving of all types and table tops. In addition, such caulking, glass to glass, glass to metal, metal to concrete and panel to panels.

Production, maintenance, including all incidental and supplemental to, but not limited to Employees, and Employees who are engages int eh cutting, preparing, handling and selecting of glass and /or mirror, bevellers, silverers, blockers, scratch polishers, sand-blasters, flat glass wheel cutters, miters cutters, engraver, hole-drilling machine operations, belt sanding, automatic beveling, multi-grove edging machines, semi- and automatic-cutting machines, grinding, polishing unpacking ad racking or glass, glass packing, glass and mirror cleaning, mirror stripping, all operations in the manufacturing, framing and fabrication and assembling of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, molding or mirrors, manufactured and assembly of sliding glass or mirror doors, the operating of all machines and equipment for these operations, oven operations, glass hangers, glass benders and operators, safety glass fabricators, inspectors, janitors, maintenance mechanics, loading and unloading or truck and railroad cars.

Craft: Highway Striper (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Highway Striper.....	51.28
Highway Striper Foreman.....	51.78

ADD ZONE RATE

In addition to HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.
New Year's Day, Memorial Day, 4th of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION:

Includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

Craft: Hod Carrier-Brick Mason Tender (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Brick Mason Journeyman.....	49.03
Brick Mason Foreman.....	49.43

ADD ZONE RATE

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone Rate	75 miles and over	\$8.13
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ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Plasterer Tender-Journeyman.....	49.37
Plasterer Tender- Gun Tender.....	50.37
Plasterer Tender-Foreman.....	50.73

ADD ZONE RATE

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone Rate	75 miles and over	\$8.00
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ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between Plasterers Contractors and LIUNA Local Union 169

Any Employee within the scope of this division tending or serving any other worker performing plasterers work, any plasterer, plasterers, or apprentices in any capacity performing plasterers work including but not limited to, handling and conveying of all materials after delivery used by plasters, including but not limited to, inside finish coat, outside finish coat, brown coat, scratch coat, sprayed or trowled on fireproofing, EIFS systems, and other materials or systems for the same or similar purpose whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift, tusk hoist, and rigging and signaling for cranes to the point or points of application or installation, making mixing and preparing after delivery all materials used by plasters, whether by hand or machine including but not limited to mixers, pumps for plaster or fire proofing, plaster, finish coats, fireproofing, including Monocoat, Cafco or other materials for the same or similar use, moving any rolling scaffolding, building and handling all necessary trestle, scaffolding and planking of scaffolding for plasterers and lathers, building mortar boxes, mortar boards and stands, and the repairing and maintenance of all equipment either on the job or in the yard, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same (in a composite crew with the plasterers when necessary), the cleaning of all floors, and debris, behind the plasterers or any other worker performing plasterers work in connection with the work performed all work necessary for cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters, and running putty.

Tending to plasterers or any other worker performing plasterers work on EFIS system work shall include all work after the wallboard is installed including but not limited to any preparatory sealing or leveling, placing foam, mesh, and plaster including any rough, finish, and color coats.

For sprayed on fire proofing work only, including Monocoat, Cafco or other materials for the same or similar use an Employer signatory to this Agreement and the Local 169, Laborers Master Agreement may employ Laborers at the Group 1 wage rate to perform overspray protection, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same, the cleaning of all floors, and debris, cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters and moving rolling scaffolding.

Craft: Ironworker (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

SEE AMENDMENT 2

Ironworker-Journeyman.....	81.01
Ironworker - Foreman.....	85.63
Ironworker -General Foreman.....	90.71

ADD ZONE RATE

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall or Las Vegas City Hall.

Zone 1	60 to 75 miles	\$20.00
Zone 2	75 to 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

ADD PREMIUM PAY

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB CLASSIFICATION: Excerpt from Agreement between NV AGC and DC of Ironworkers

Field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to "Cofar", "Trusdeck", Mahon "M"; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors,

including supports; cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, ableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding

processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

Craft: Laborer (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Landscaper	43.37
Furniture Mover	44.87
Group 1.....	48.53
Group 1A.....	46.66
Group 2.....	48.63
Group 3.....	48.78
Group 3A.....	52.21
Group 4.....	49.03
Group 4A.....	51.53
Group 5.....	49.33
Group 6.....	
Nozzle-men, Rodmen.....	48.33
Gunmen, Materialmen.....	48.33
Reboundmen.....	48.68
Gunite Foreman.....	49.73

ADD ZONE RATE

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

SEE GROUP CLASSIFICATIONS

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

SEE AMENDMENT 3

Lubrication and Service Engineer (mobile and grease rack).....71.43

ADD ZONE RATE

In addition to: **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse.

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

RECOGNIZED HOLIDAYS

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

Craft: Mechanical Insulator (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Mechanical Insulator-Mechanic.....	75.52
Mechanical Insulator-Foreman.....	79.52
Mechanical Insulator-General Foreman	81.52

ADD ZONE RATE

In addition to MECHANICAL INSULATOR rates add the applicable amounts per DAY, calculated based on a radius figured from Reno City Hall:

Zone 1	0 to 20 miles	\$15.00
Zone 2	21 to 40 miles	\$25.00
Zone 3	41 to 60 miles	\$35.00
Zone 4	Over 60 miles	\$100.00
Zone 4: Up to \$140.00 per day with receipts		

ADD PREMIUM PAY

One and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from the Int'l Assoc. of Heat and Frost Insulators and Allied Workers Local 16 and the No. CA Chapter. Western Insulation Contractors Assoc.

- 65. Lining of all mechanical room surfaces and air handling shafts.
- 66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
- 67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.
- 68. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
- 69. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
- 70. Any finish material which is contiguous to the thermal or acoustical application.
- 71. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
- 72. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
- 73. The Agreement shall cover all other work of a specialty nature.

Craft: MILLWRIGHT (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Millwright Journeyman.....	73.97
Millwright Welder.....	76.97
Millwright Foreman.....	78.46
Millwright General Foreman.....	83.40

ADD ZONE RATE

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated from Reno, Nevada City Hall. The Employer agrees to provide each employee zone pay as established below if the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall of respective dispatch points.

Zone 1	Up to 45 Miles	\$0.00
Zone 2	More than 45 miles but less than 101 Miles	\$4.00
Zone 3	101 or more Miles	\$6.00

ADD PREMIUM PAY

Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight-time work shall be paid at one and one half (1½) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay.

All work performed on Sunday and Holidays shall be paid at two (2) times the straight-time rate of pay. Any work performed on Labor Day shall be paid at triple (3x) the regular straight time hourly wage rate.

Lodging: If the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall of the respective dispatch points listed above, the Employer agrees to furnish acceptable single occupancy lodging to each employee. Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per diem in lieu of room and lodging shall be paid at the rate of one hundred ten dollars (\$110.00) per day, or part thereof, from the date of hire for the project to the date of termination of employment on the project.

RECOGNIZED HOLIDAYS

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

JOB DESCRIPTION Excerpt from Southwest Regional Council of Carpenters' Millwright Regional Master Construction Agreement.

Section 1.4 Millwright Jurisdiction.

The machinery, equipment, processes and associated components listed below which are identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights). Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our craft jurisdiction when, to avoid repetition, it is not described in other applications, and such jurisdiction shall be applied to the initial commissioning, maintenance, decommissioning, and recommissioning of all associated machinery and/or equipment.

Section 1.4.1

Millwright craft jurisdiction shall include the loading, unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, moving and setting and removal of skids, welding, burning, erecting, calibrating, precision grouting, supporting, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, biodiesel,

hydrogen, jet, electric, pneumatic, magnetism, adiabatics, diabatics, isothermics, water, hydropnuematics, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind, waste product of any kind or any other source, regardless of whether or not such machinery or equipment is temporarily or permanently installed or located.

Section 1.4.2

Millwright craft jurisdiction shall include all activities necessary to: set all engines, motors, dynamos, generators, diesel generators, motor restraints and supports; install, measure and align with optical and/or electronic instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components; the attachment and final connection of the inlet manifolds and exhaust ducts, cylinders, diaphragms, gaskets, containment barriers, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others; perform oil flush; install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, magnetic bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases; perform all precision grouting using the following materials: epoxy, wet, non-shrink, dripacking or other types; perform demineralizing and hydromation; install mechanical dust systems, sensors, air compressors, super charges, coolers, boiler controls and linkage, thermal management systems, Bailey Meters or similar devices and their linkages; installation, maintenance and removal of all instrumentation, gauges, antennae and other communication devices, fluid drives, power drive trains, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches, including the brackets that are attached to, stop logs, dam rollers, transfer cars and gear head motors.

Section 1.4.3

The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, installation, removal, servicing, and alignment of hydraulic and pneumatic lifts and passenger boarding bridges, monorail (all sizes), magnetic propulsion systems, trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers and filtration, heat exchanges, grain, ball, hammer, roller mills, pulverizers and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors, conveyors of all sizes, types, and styles regardless of the materials they are constructed with, or mechanically powered conveyances of any type, including their supports, people movers, x-ray and imaging & scanning machines, elevator and platform lifts, dock levelers and locks, roll-up and sectional doors, operable partitions, retractable roofs, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

Section 1.4.4

Sewage, Brackish, Desalination, Water Treatment and Mineral Extraction Plants — the disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, de-gritting equipment, bar screens, communitors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems, ultra violet rack systems, mechanical drive assemblies, conveyors, lines, piping, flanges, brackets, supports, mono rails, gates and setting odor control and detection equipment, (excluding heating, ventilating and air conditioning work). The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed and settling pond cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, pressure cleaning systems & devices, washers for cars, trucks, buses, trains, planes unmanned and autonomous vehicles and other types, hydraulic, servo and pneumatic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors and gates, activation equipment, racks, material handling platforms, access & egress platforms, catwalks,

transition pieces, the handling and installation, of pulleys, gears, fluid couplings, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, magnetic, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, servo actuators, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Millwright craft jurisdiction on energy generation facilities shall include all loading, unloading, movement, hoisting, preparation, uncrating, preparation of nacelle units prior to installation or removal, installation, setting, removal, alignment, and final torquing and tensioning of any mechanical component used in the generation of power, including any incidental wiring or piping. This shall include all aspects of power trains, drive and tracking systems, elevation and azimuth drives, energy collection optimization systems, all rams, dampers and other stabilization devices, antennae, bearing housing assemblies and units, actuators, pulleys, gears, access points, rotational connections, mounting and alignment of tracks, axles, bearings, rotational joints, or any other device which allows for the automated or manual movement of equipment post-installation, all turbines, and wind, wave and tidal analysis equipment. It shall also include all work associated with energy collection and storage facilities, including the loading, unloading, movement, hoisting, preparation, installation, setting, and alignment of racking systems, torque tubes, modules, batteries, energy storage systems, cooling or control systems, inertia systems or other equipment or machinery, and all incidental wiring or piping thereof.

Section 1.4.5

The laying out, fabrication and installation of protecting equipment including: machinery guards; the making and setting of templates for machinery; the fabrication of bolts, nuts, pans; the drilling or creating of holes in machinery for any equipment which the Millwrights install, remove, service or inspect, regardless of material; installation of all methods of access and egress and safety devices whether temporary or permanent; all welding and burning regardless of type; the fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery, including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights; the cleaning or pressure cleaning of machinery; the machining, grinding, milling, broaching, boring, threading, lapping, field machining, technical bolting and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed or handled by the Millwrights, the initial programming of robotics for startup, and the incidental connection and disconnection of machinery and equipment from piping and electrical systems.

Section 1.4.6

Rock, sand and gravel plants, mineral processing plants and batch or aggregate plants: Installation, removal and maintenance of all recycling equipment, separators, centrifuges, classifiers, grates, crushers, conveyors, chutes or piping from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways, waterways or elsewhere.

Section 1.4.7

When optical instruments such as total stations or similar devices, automatic levels, builder's transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate, set, scan-to-BIM or as-Built measure and verify machines, these tools are considered a tool of the Millwright trade and are to be used by Millwrights to set the equipment or machinery.

Section 1.4.8

Incidental asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work.

Section 1.4.9

Any new equipment or technology designed to replace any of the equipment described above shall remain in the craft jurisdiction of the Millwrights.

Craft: OPERATING ENGINEER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes
SEE AMENDMENT 3

Operating Engineers	(SEE GROUP CLASSIFICATIONS)	
Group 1.....		66.41
Group 1A.....		69.17
Group 2.....		69.70
Group 3.....		69.97
Group 4.....		70.71
Group 5.....		71.01
Group 6.....		71.18
Group 7.....		71.43
Group 8.....		72.02
Group 9.....		72.34
Group 10.....		72.69
Group 10A.....		72.88
Group 11.....		73.12
Group 11A.....		74.76
Group 11B.....		75.57
Foreman.....		74.76
Add 12.5% to base rate for "Special" Shift		

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
STEEL FABRICATOR & ERECTOR

Prevailing wage rates include the base rate as well as all applicable fringes
SEE AMENDMENT 3

Operating Engineers	(SEE GROUP CLASSIFICATIONS)	
Group 1.....		81.71
Group 1 Truck Crane Oiler.....		75.54
Group 1 Oiler.....		73.58
Group 2.....		80.20
Group 2 Truck Crane Oiler.....		75.29
Group 2 Oiler.....		73.37
Group 3.....		78.96
Group 3 Truck Crane Oiler.....		75.07
Group 3 Oiler.....		73.15
Group 3 Hydraulic.....		74.74
Group 4.....		77.23
Group 5.....		76.13
Add 12.5% to base rate for "Special" Shift		

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
 PILEDRIVER

Prevailing wage rates include the base rate as well as all applicable fringes
SEE AMENDMENT 3

Operating Engineers	(SEE GROUP CLASSIFICATIONS)	
Group 1.....		81.18
Group 1 Truck Crane Oiler.....		75.72
Group 1 Oiler.....		73.80
Group 2.....		79.64
Group 2 Truck Crane Oiler.....		75.51
Group 2 Oiler.....		73.60
Group 3.....		78.19
Group 3 Truck Crane Oiler.....		75.29
Group 3 Oiler.....		73.37
Group 4.....		76.68
Group 5.....		75.57
Group 6.....		72.29
Group 7.....		73.50
Group 8.....		72.54
Add 12.5% to base rate for "Special" Shift.....		

ADD ZONE RATE

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

RECOGNIZED HOLIDAYS

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in

September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

JOB DESCRIPTION, 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.

Craft: PAINTER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Brush/Roller Painter.....	49.79
Spray Painter/Paperhanger.....	51.50
Sandblaster.....	51.55
Structural Steel & Steeplejack.....	51.55
Swing Stage.....	49.30
Special Coating Application-Brush.....	49.35
Special Coating Application-Spray.....	49.35
Special Coating Application-Spray Steel.....	53.29
Foreman.....	\$1.00 above highest Journeyman

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels, water

colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

Craft: PILEDRIVER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Piledriver-Journeyman.....	.58.92
Piledriver-Welder.....	.59.92
Piledriver-Foreman.....	.62.61
Piledriver-General Foreman.....	.66.67
Tender.....	62.61
Stand-By Diver.....	.63.61
Diver-Diving (Wet Pay).....	105.18

ADD ZONE RATE

In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	Within 75 miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

Workmen performing outside of the free zones shall receive the appropriate remote area allowance for not less than eight (8) hours per day. Remote area differential shall be considered part of the basic wage rate for the purpose of computing overtime hourly wage rates.

ADD PREMIUM PAY

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X). Saturdays up to the first twelve (12) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). No work shall be performed on Labor Day, except to preserve life and property.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

JOB DESCRIPTION

104.1 The Carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. The Carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly and installation and removal of timber decking.

(a) In addition to the work identified in Article I, the Pile Divers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Pile Drivers Local Union No. 2375; mechanical forklifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing. . The work includes work on cast & drill holes and operation of the ABI machine.

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

- (2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.
- (3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.
- (4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleaves, interchanges, etc.
- (5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.
- (6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.
- (7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Plasterer-Journeyman.....	52.62
Plasterer-Foreman.....	55.93

ADD ZONE RATE

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and over	\$8.00

ADD PREMIUM PAY

OVERTIME Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 1/2) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

RECOGNIZED HOLIDAYS

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

JOB DESCRIPTION: Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or toweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Plumber/Pipefitter-Journeyman.....	71.10
Plumber/Pipefitter-Foreman.....	75.79
Plumber/Pipefitter-General Foreman.....	80.48

ADD ZONE RATE

In addition to PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

JOB DESCRIPTION Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: REFRIGERATION MECHANIC (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Refrigeration-Journeyman.....	64.64
Refrigeration -Foreman.....	68.53
Refrigeration -General Foreman	72.41

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

JOB DESCRIPTION Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: ROOFER (Non-Union Rate)
(Does not include sheet metal roofs)

Prevailing wage rates include the base rate as well as all applicable fringes

Rofer-Journeyman..... 33.64

JOB DESCRIPTION

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.

Craft: SHEET METAL WORKERS (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Sheet Metal Worker Journeyman.....	73.87
Sheet Metal Worker Foreman.....	78.26
Sheet Metal Worker General Foreman.....	82.65

ADD ZONE RATE

In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

ADD PREMIUM PAY

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

JOB DESCRIPTION: Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal exterior wall systems, metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: SOILS and MATERIAL TESTER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Soil Tester (Certified).....	46.81
Soils and Materials Tester.....	46.81

Craft: SPRINKLER FITTER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Sprinkler Fitter-Journeyman.....	65.31
Sprinkler Fitter Foreman.....	68.31
Sprinkler Fitter General Foreman.....	70.56

ADD ZONE RATE

In addition to SPRINKLER FITTER rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 60 miles	\$0.00
Zone 2	60 to 80 miles	\$23.00
Zone 3	80 to 100 miles	\$33.00
Zone 4	Over 100 miles	\$125.00

JOB DESCRIPTION

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Craft: SURVEYOR (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes.

Rodman/Chainman	69.97
Instrumentman.....	71.43
Chief of Party Surveyor.....	72.69

ADD ZONE RATE

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road mile from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

- One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.
- Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:
 Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.
 Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.
- For hours worked in excess of 12 on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

RECOGNIZED HOLIDAYS

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

JOB DESCRIPTION includes but is not limited to:

- Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
- Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
- Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
- Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

Craft: TAPER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Taper-Journeyman.....	56.76
Taper-Foreman.....	60.83

ADD ZONE RATE

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from the Washoe County Courthouse in Reno, Nevada, and shall be paid as follows:

Zone 1	0 to 40 miles	\$0.00
Zone 2	40 to 60 miles	\$2.50
Zone 3	over 60 miles	\$4.25

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. When holiday falls on a Sunday, the Monday following shall be observed as the holiday; holidays falling on Saturday shall be observed on the prior Friday.

ADD PREMIUM PAY

All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular workday of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

JOB DESCRIPTION: Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The cleanup of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken whether such operation occurs on the interior or exterior of a building structure.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Tile Setter/Terrazzo Worker/Marble Mason - Finisher.....	40.32
Tile Setter/Terrazzo Worker/Marble Mason - Finisher Foreman.....	41.57
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	43.32

ADD PREMIUM PAY

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

JOB DESCRIPTION: Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

FINISHER'S WORK:

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Tile Setter - Journeyman.....	50.37
Tile Setter - Foreman.....	51.62
Tile Setter - General Foreman.....	53.37
Terrazzo/Marble Mason - Journeyman	51.87
Terrazzo/Marble Mason - Foreman	53.12
Terrazzo/Marble Mason - General Foreman.....	54.87

ADD ZONE RATE

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 to 75 miles	\$3.75
Zone 3	Over 70 miles	\$8.13

ADD PREMIUM PAY

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

JOB DESCRIPTION: Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

TILE LAYERS' WORK:

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Traffic Barrier Erector48.53

ADD ZONE RATE

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.
New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between AGC and LIUNA Local 169

1. Distributing traffic control signs and markers along site in designated pattern;
2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader

Under 4 yds. (water level).....	32.25
4 yds. & under 8 yds. (water level).....	32.25
8 yds. & under 18 yds. (water level).....	32.25
18 yds. & under 25 yds. (water level)	32.25
25 yds. & under 60 yds. (water level).....	32.25
60 yds. & under 75 yds. (water level)	32.25
75 yds. & under 100 yds. (water level)	32.25
100 yds. & under 150 yds. (water level)	32.25
150 yds. & under 250 yds. (water level)	32.25
250 yds. & under 350 yds. (water level)	32.25
350 yds. & over (water level).....	32.25

Transit Mix

Under 8 yds.....	32.25
Under 8 yds & including 12 yds.....	32.25
Over 12 yds.....	32.25

Transit Mix (Using Boom)

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used.....	32.25
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Water & Jetting Trucks

Up to 2,500 gallons.....	32.25
Up to 2,500 gallons & over.....	32.25
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	
Heavy Duty Transport (High Bed).....	32.25
Heavy Duty Transport(Gooseneck low bed).....	32.25
Tiltbed or Flatbed Pull Trailers.....	32.25
Bootman, Comb. Bootman & Road Oiler.....	32.25
Flat Rack (2 or 3 axle unit).....	32.25

Bus & Manhaul Drivers

Up to 18,000 lbs. (single unit).....	32.25
18,000 lbs. and over	32.25
Warehousemen Spotter	32.25

Winch Truck & "A" Frame Drivers

Up to 18,000 lbs.	32.25
18,000 lbs. and over.....	32.25
Warehousemen Spotter.....	32.25
Warehouse Clerk.....	32.25
Tire Repairmen.....	32.25
Truck Repairmen.....	32.25
Pick Up Truck & Pilot Cars (Jobsite)	32.25
Pick Up Truck & Pilot Cars (Over the road)	32.25
Truck Oil Greaser.....	32.25
Fuel Truck Driver.....	32.25
Fuel Man & Fuel Island Man.....	32.25
Oil Tanker.....	32.25

Oil Tanker with Pup.....	32.25
Foreman.....	32.25

TRUCK DRIVER

Includes but is not limited to:

Driving a tractor trailer combination or a truck to 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.)

Craft: WELL DRILLER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Well Driller.....60.78

JOB DESCRIPTION

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.

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Barrier Erector
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts
- Gabion basket, building, handling, installation and rigging
- Dry set paver work
- Traffic Barrier Erector

Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3 included but not limited to: concrete forms stripping, handling, cleaning, oiling and moving to the next point of installation.
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)
- Waterproofing work
- Epoxy rebar/dowels and anchoring dowel baskets
- Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading and tamping concrete, brooming or brushing, hand application of curing compounds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work
- Concrete patching, dry packing, chipping, stoning, and grouting
- Concrete cold weather/rain protection and curing
- Placement /anchoring of all earth stabilization/filters fabrics,
- Mechanically stabilized Earth (MSE) and Keystone type retaining walls rigging, placing , aligning, backfilling and installation of dead men and any stabilization compenents

Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile
- Chainsaw, Faller, Logloader and Bucker

- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Fence erector including safety, chain link, turtle, field and barbe wire fencing
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 5A
- Vibra-screed
- All demolition and wrecking work including but not limited t any torch work cutting, burning, plasma are, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tools and equipment for demolition and wrecking
- All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and us of customary tools and equipment for underpinning foundation work

Group 3A

- Concrete Specialist
- Setting screeds
- Screed pins
- Curb forms and curb and gutter forms,
- Using Darby and push floats,
- Hand trowels or hand floating
- Marking edging
- Using base cove or step tools
- Spreading and finishing gypsum
- Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding)
- Troweling machines,
- Floating machines
- Finishing of epoxy or resin materials,
- Operation of skill saw
- Laser Screed
- Laser Level

- Curb and Slipform machines,
- Stamps or other means or texturing,
- Any new devices which are beneficial to the construction of or with concrete or related products.

Group 4

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers including but not limited to laying, anchoring, pinning, cabling and stretching of any rock fall netting, mesh or wire fabric and use of customary tools and equipment for high scaling
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit and all other types of composition for any purpose buried under ground outside of building including, stringing, trench shoring, backfilling sanding, caution taping, all walk behind equipment and spotting
- Laborer work in connection with micro tunneling, directional drilling and pipe-jacking
- Cathodic protection, grounding for pipe work
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers and Asphalt dump Man
- All mechanical and pressurized pipe work, including the installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, c

Group 4A

- Foreman

Group 5

- Construction Specialists
- Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
Asbestos removal
- Lead abatement
- Hazardous waste
- Material removal

Group 5A

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method performed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways, streets and other such surfaces and all work performed in connection with removal of pavement.

Group 6

- Gunit Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

- Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work All worked performed in a compressed air tunnel shaft or chamber including the use of hand, power tools or equipment as necessary in connection with compressed air work
-

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Engineer Assistant

Group 1A

- Oiler (Construction)
- Partsman

Group 2

- Compressor Operator
- Material Loader and/or Conveyor Operator (handling building materials)
- Pump Operator

Group 3

- Bobcat or similar loader, 1/4 cu. yd. or less
- Concrete Curing Machines (streets, highways, airports, canals)
- Conveyor Belt Operator (tunnel)
- Forklift (under 20)
- Engine Generating Plant (500 K.W.)
- Mixer Box Operator (concrete plant)
- Motorman
- Rodman/Chainman
- Rotomist Operator
- Oiler (truck crane)

Group 4

- Concrete Mixer Operator, Skip type
- Dinky Operator
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

Group 5

- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

Group 6

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

Group 7

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Instrument Man
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/or Driver
- Pumps (over 2)
- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Soil Tester (Certified)
- Soils and Materials Tester
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

Group 8

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine

- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Stiff Frame Off Road Haul Trucks
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Marination Plant
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- Shuttle Buggy
- Mechanical Trench Shield
- Mixermobile
- Push Cats
- Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
- Roller Operator (asphalt)
- Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " M.R.C., Euclids, T-Pulls, DW10, 20, 21 and similar)
- Water Pull
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Track Loader
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter
- Vacuum Truck(excludes trailer mounted vaccums)

Group 9

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)
- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

Group 10

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Chief of Party
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Repairman
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

Group 10A

- Backhoe-Hydraulic (up to and including one (1) cu. yd.)
- Backhoe (up to and including one (1) cu. yd.) (Cable)
- CMI Dual Lane Auto-Grader SP30 or similar type
- Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
- Finish Blade
- Gradalls (up to and including one (1) cu. yd.)
- Motor Patrol Operator
- Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
- Rubber-Tired Scraper, Self-Loading (twin engine)
- Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

Group 11

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)

- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

Group 11A

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter (when used in construction work)
- Loader (over twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
- Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

Group 11B

- Holland Loader or similar or Loader (over 18 cu. yds.)

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

Group 2

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self-Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

Group 3

- Cranes, 45 tons and under
- Self-Propelled Boom Type Lifting Device, 45 tons and under

Group 4

- Chicago Boom
- Forklift, 10 tons and over
- 59
- Heavy Duty Repairman/Welder

Group 5

- Boom Cat
-

OPERATING ENGINEER -PILEDRIIVER

Group 1

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self-Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

- Derrick Barge Pedestal mounted under 45 tons
- Self-Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

- Deck Engineer

Group 7

No current classification

Group 8

- Deckhand
 - Fireman
-



DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE LABOR COMMISSIONER

2023-2024 Prevailing Wage

Amendment 1

- AMENDMENT 1 – CLERICAL
- Classifications: Bricklayer Journeyman
- County – Washoe County Region
- Effective – December 27, 2023

The following represents the amended wage rates

Craft: BRICKLAYER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Bricklayer Journeyman.....	53.43
Bricklayer Foreman.....	52.96

ADD ZONE PAY in addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on road miles of over thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 35 miles	\$0.00
Zone 2	35 to 75 miles	\$2.50
Zone 3	Over 75 miles	\$8.12

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.
New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day,
Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between No, NV Masonry Contractors and
LIUNA Local 169

This shall apply to and cover the work of Brick/Block Masonry, Stone Masonry, Artificial
Masonry Marble Masonry.

Carson City: 1818 E. College Parkway, Suite 102 Carson City, Nevada 89706 - Telephone (775) 684-1890 - Fax (775) 687-6409

Las Vegas: 3340 West Sahara Avenue, Las Vegas, Nevada 89102 - Telephone (702) 486-2650 - Fax (702) 486-2660
www.labor.nv.gov



DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE LABOR COMMISSIONER

2023-2024 Prevailing Wage

Amendment 2

- AMENDMENT 2
- Classification – Ironworker
- County – All Regions
- Effective – January 1, 2024

The following represents the amended wage rates and recognized holidays

Prevailing wage rates include the base rate as well as all applicable fringes

Ironworker-Journeyman.....	82.86
Ironworker -Foreman.....	87.61
Ironworker-General Foreman.....	92.82

ADD ZONE RATE

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall or Las Vegas City Hall.

Zone 1	60 – 75 miles	\$20.00
Zone 2	75 - 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

ADD PREMIUM PAY

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift
2. For any hours worked on Sunday
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Admission (Nevada) Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day



DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE LABOR COMMISSIONER

2023-2024 Prevailing Wage

Amendment 3

- **AMENDMENT 3**
- **Classifications –**
 - Lubrication and Service Engineer**
 - Operating Engineer**
 - Operating Engineer – Steel Fabricator & Erector**
 - Operating Engineer – Piledriver**
 - Surveyor**
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – January 1, 2024**

The following represents the amended wage rates.

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Lubrication and Service Engineer (mobile and grease rack).....71.93

Add Operating Engineers Zone Pay

Add Premium Pay

2023-2024 Prevailing Wage

Amendment 3

Craft: OPERATING ENGINEER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	66.91
Group 1A.....	69.67
Group 2.....	70.20
Group 3.....	70.47
Group 4.....	71.21
Group 5.....	71.51
Group 6.....	71.68
Group 7.....	71.93
Group 8.....	72.52
Group 9.....	72.84
Group 10.....	73.19
Group 10A.....	73.38
Group 11.....	73.62
Group 11A.....	75.26
Group 11B.....	76.07
Foreman.....	75.26
Add 12.5% to base rate for "Special" Shift	

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
STEEL FABRICATOR & ERECTOR

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	82.21
Group 1 Truck Crane Oiler.....	76.04
Group 1 Oiler.....	74.08
Group 2.....	80.70
Group 2 Truck Crane Oiler.....	75.79
Group 2 Oiler.....	73.87
Group 3.....	79.46
Group 3 Truck Crane Oiler.....	75.57
Group 3 Oiler.....	73.65
Group 3 Hydraulic.....	75.24
Group 4.....	77.73
Group 5.....	76.63
Add 12.5% to base rate for "Special" Shift	

Add Operating Engineers Zone Pay
Add Premium Pay

Carson City: 1818 E. College Parkway, Suite 102 Carson City, Nevada 89706 - Telephone (775) 684-1890 - Fax (775) 687-6409

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2023-2024 Prevailing Wage

Amendment 3

Craft: OPERATING ENGINEER (Union Rate)
PILEDRIVER

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.68
Group 1 Truck Crane Oiler.....	76.22
Group 1 Oiler.....	74.30
Group 2.....	80.14
Group 2 Truck Crane Oiler.....	76.01
Group 2 Oiler.....	74.10
Group 3.....	78.69
Group 3 Truck Crane Oiler.....	75.79
Group 3 Oiler.....	73.87
Group 4.....	77.18
Group 5.....	76.07
Group 6.....	72.79
Group 7.....	74.00
Group 8.....	73.04
Add 12.5% to base rate for "Special" Shift.....	

ADD ZONE RATE

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

RECOGNIZED HOLIDAYS

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on

2023-2024 Prevailing Wage

Amendment 3

Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

JOB DESCRIPTION, 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.

Craft: SURVEYOR (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes.

Rodman/Chainman	69.97
Instrumentman.....	71.43
Chief of Party Surveyor.....	72.69

ADD ZONE RATE

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road mile from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

2023-2024 Prevailing Wage

Amendment 3

3. For hours worked in excess of 12 on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

RECOGNIZED HOLIDAYS: Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

JOB DESCRIPTION includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

State: Nevada

Construction Type: Highway

Counties: Storey and Washoe Counties in Nevada.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> ◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.20 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 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> ◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 05/24/2024

CARP1977-008 07/01/2023

	Rates	Fringes
CARPENTER.....	\$ 46.54	23.87

ELEC0357-006 09/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 53.83	24.04

ENGI0003-039 07/01/2023

	Rates	Fringes
OPERATOR: Backhoe Loader Combo.....	\$ 49.86	26.88

ENGI0003-040 07/01/2023

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 50.40	26.88

ENGI0003-041 07/01/2023

	Rates	Fringes
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 47.49	26.88

ENGI0003-043 07/01/2023

	Rates	Fringes
OPERATOR: Grade Checker.....	\$ 50.64	26.88
OPERATOR: Grader/Blade.....	\$ 50.64	26.88

ENGI0003-049 07/01/2023

	Rates	Fringes
OPERATOR: Loader Loader over 2 1/2 cu.yds. up to and including 4 cu.yds.....	\$ 50.21	26.88

ENGI0003-053 07/01/2023

	Rates	Fringes
OPERATOR: Mechanic.....	\$ 50.21	26.88

ENGI0003-055 07/01/2023

	Rates	Fringes
OPERATOR: Oiler.....	\$ 46.69	26.88

ENGI0003-057 07/01/2023

	Rates	Fringes
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 50.64	26.88

ENGI0003-065 07/01/2023

	Rates	Fringes
OPERATOR: Roller.....	\$ 49.54	26.88

ENGI0003-066 07/01/2023

	Rates	Fringes
OPERATOR: Screed.....	\$ 49.54	26.88

ENGI0012-029 10/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drilling depth of 105'		
maximum.....	\$ 58.12	32.35
Drilling depth of 45'		
maximum.....	\$ 57.89	32.35

ENGI0012-030 10/01/2023

	Rates	Fringes
OPERATOR: Forklift		
Under 5 Tons.....	\$ 54.94	32.35

ENGI0012-031 10/01/2023

	Rates	Fringes
OPERATOR: Crane (Oiler)		
40 tons up to and		
including 200 ton M.R.C.....	\$ 58.62	32.35
OPERATOR: Crane		
Heavy Duty Repairman.....	\$ 59.76	32.35

ENGI0012-041 10/01/2023

	Rates	Fringes
OPERATOR: Scraper.....	\$ 58.00	32.35

IRON0118-016 01/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 47.45	34.90

IRON0433-011 07/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 43.00	32.83

LAB00169-010 10/01/2023

	Rates	Fringes
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 32.70	15.70
LABORER: Jackhammer.....	\$ 32.70	15.70

LAB00169-011 10/01/2023

	Rates	Fringes
LABORER: Common or General.....	\$ 32.45	15.70

LAB00169-012 10/01/2023

	Rates	Fringes
LABORER: Concrete Saw.....	\$ 32.70	15.70

LAB00169-013 10/01/2023

	Rates	Fringes
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 35.20	15.70

LAB00169-014 10/01/2023

	Rates	Fringes
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 32.95	15.70
LABORER: Pipelayer.....	\$ 32.95	15.70

LAB00169-016 10/01/2023

	Rates	Fringes
TRAFFIC CONTROL: Flagger.....	\$ 30.58	15.70

PLAS0797-010 10/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.85	12.90

SUNV2021-014 03/01/2024

	Rates	Fringes
LABORER: Landscape.....	\$ 34.92	0.00
PAINTER.....	\$ 50.37	0.00
TRUCK DRIVER: Dump Truck.....	\$ 26.77	0.00
TRUCK DRIVER: Water Truck.....	\$ 27.11	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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

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 National Office because National Office has 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"



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 6.3.

To: Regional Transportation Commission

From: Graham Dollarhide, Planning Manager

SUBJECT: South Virginia Street Transit Oriented Development Plan

RECOMMENDED ACTION

Acknowledge receipt of a presentation on the South Virginia Street Transit Oriented Development (TOD) Plan.

BACKGROUND AND DISCUSSION

The RTC, in partnership with the City of Reno, is working to complete a Transit Oriented Development (TOD) Plan along the South Virginia Street corridor. The purpose of the effort is to determine the feasibility of extending the Virginia Line Bus Rapid Transit (BRT) service to South Reno and develop the land use planning tools that will encourage a walkable, transit-supportive development pattern that meets the growth and development needs of the region. The study area extends from the BRT route's current southern terminus at the Meadowood Mall transfer station to Mt. Rose Highway.

The South Virginia Street corridor includes large tracts of vacant or underutilized land and lacks full sidewalk and bicycle connectivity. Much of the existing development is vehicle-oriented with limited mobility and affordable housing options. However, the potential exists to create a direct connection to Midtown, Downtown, and the University of Nevada, Reno to enhance economic development opportunities and encourage a more balanced jobs-housing mix that is conducive to enhanced transit. Additionally, the RTC is coordinating with the Nevada Department of Transportation (NDOT) as it completes a Safety Management Plan on much of the same South Virginia Street corridor. This plan will identify low, medium, and high-priority implementable improvements that will have an immediate safety benefit to road users. These improvements could have an impact on the context of the corridor that further enhances an environment conducive to alternative modes of transportation.

Staff will provide a brief update on the Plan's draft results, including analyses of existing conditions, safety, and land use, along with overall findings and proposed recommendations. The draft plan will still be shaped by input from the project Technical Advisory Committee (TAC), the RTC CMAC and TAC, the public, and the RTC Board ahead of formal adoption, anticipated in August.

The final draft of the plan is currently available for review at <https://rtcwashoe.com/planning/south-virginia-street-transit-oriented-development-tod-study/>.

A presentation on the draft plan was given to the Technical Advisory Committee met on July 8, 2024, and the Citizens Multimodal Advisory Committee met on July 10, 2024. Comments from both committees are summarized in the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. However, it is worth noting one comment received from the TAC indicating the desire to budget for and preserve existing services with the potential addition of fixed route service in south Reno. Comments from the CMAC were generally centered around the need for increased transit in the study area (and surrounding areas) and more coordination between land use and transportation.

FISCAL IMPACT

Funding for the South Virginia Street Transit Oriented Development Plan was included in Amendment 1 to the FY 2022 – FY 2023 Unified Planning Work Program (UPWP) and carried forward to the current UPWP.

PREVIOUS BOARD ACTION

- 04/21/2023 Approved the FY 2024-2025 UPWP.
- 12/16/2022 Approved the Professional Services Agreement (PSA) for the South Virginia Street Transit Oriented Development Plan.
- 02/18/2022 Approved Amendment No. 1 to the FY 2022-2023 UPWP.



SOUTH VIRGINIA STREET TRANSIT-ORIENTED DEVELOPMENT PLAN

DRAFT
JULY 2024



Prepared For



Prepared By



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
Reno, NV 89502
Tel: 775.823.4068
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CHAPTER 1

INTRODUCTION



Introduction

The South Virginia Street Transit-Oriented Development (SVTOD) Plan is a collaboration between the Regional Transportation Commission (RTC) of Washoe County, the City of Reno, and other state and federal stakeholders. The goal of the plan is to expand opportunities for TOD and mixed-use development along South Virginia Street. This initiative will support a southern extension of the Virginia Line Bus Rapid Transit (BRT) route, which currently runs from the University of Nevada, Reno, through downtown and Midtown Reno, ending at Meadowood Mall. The TOD study aims to create a framework that promotes walkable and transit-supportive development on vacant and underutilized land within the study area.

Why is the Project Needed?

- **Lack of transit service for existing and future growth along South Virginia Street and surrounding areas.**
- **Vehicle dependent development patterns and lack of multi-modal connectivity.**
- **Safety concerns for all users.**
- **Support regional growth plans such as the ReImagine Reno Master Plan and Truckee Meadows Regional Plan.**
- **Lack of affordable housing and access barriers to transit dependent populations.**

What is the Purpose of the Project?

- **Extend next generation transit service to South Virginia Street.**
- **Serve existing and future growth areas, improve access to employment opportunities.**
- **Improve multimodal infrastructure and safety for all users.**
- **Accommodate regional growth plans.**
- **Encourage new housing and redevelopment opportunities through supportive transit, walking and biking improvements.**

What is TOD?

Transit Oriented Development (TOD) is a form of city planning focused on creating vibrant and pedestrian-oriented communities. This is done through mixed-use developments, walkable infrastructure, and availability of public transportation options to reduce dependency on cars as the primary mode of transportation. The RTC and its partners have utilized TOD to improve the transit options for Nevadans across Reno, Sparks, and Washoe County. As part of the TOD planning efforts, the RTC has solicited public input and feedback on TOD options for the South Virginia Street corridor to inform future planning efforts (see Chapter 2 for public outreach summary).

Over the last thirty years, South Virginia Street, from South McCarran Boulevard to Mount Rose Highway (SR 431), has evolved from a rural highway connecting Reno and Carson City into a growing corridor with a mix of uses including high-density housing, commercial centers, industrial, and variety of other less intense uses. This transition is ongoing along the South Virginia Street Corridor, establishing opportunities to create a multi-modal, transit-supportive pattern will help meet the growth and development needs of the region.



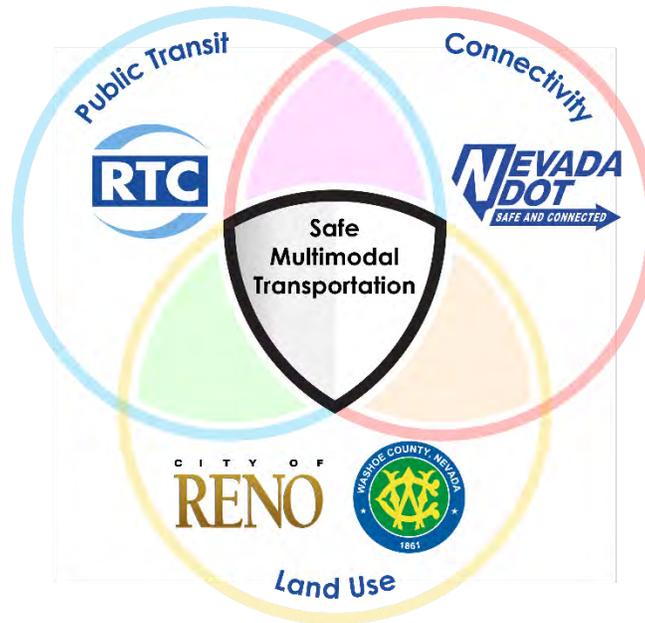
Transit Oriented Development in the Study Area

The Federal Transit Administration (FTA) is supportive of TOD development, stating:

“The success of transit systems in rural, urban, and suburban neighborhoods is critical to the economic health and sustainable growth of America’s communities. Transit systems should address the needs of everyone and help people get to jobs, school, healthcare, and visit friends and family. Transit oriented development (TOD) is where those two areas intersect to create real change.”

TOD Guiding Principles

The South Virginia Street TOD includes a diverse group of key jurisdictional partners with individual focuses, but it shares one common goal; improving safety and multimodal transportation options accessible for all.



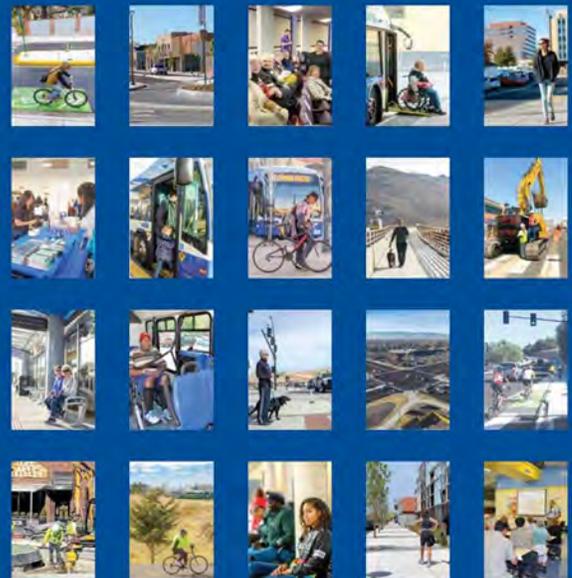
RTP 2050 Vision

Extend Virginia Line RAPID to Mt. Rose Highway Providing transit connectivity to employment, education, commercial, and residential centers in south Reno would improve access to opportunities, expand travel options, and encourage transit supportive development along South Virginia Street.



2050

REGIONAL TRANSPORTATION PLAN



Project Goals

- **WALK/CYCLE** – Provide infrastructure improvements along Virginia Street to improve the non-motorized transportation networks in the corridor.
- **CONNECT** – Locate future transit stops in areas that promote walking and cycling to access transit and maximize corridor connectivity.
- **TRANSIT** – Expand transit service to better serve existing and future residents and employees along South Virginia Street.
- **MIX** – Encourage economic development and plan for mixed uses, income, and demographics.
- **DENSIFY** – Optimize density on vacant and infill properties and encourage redevelopment opportunities to support transit in the corridor.
- **COMPACT** – Optimize transit service in the corridor to improve ridership.
- **SHIFT** – Transform South Virginia Street to accommodate all users and increase safe, non-auto mobility in the corridor.

The Eight Principles of a TOD



Walk

Development that promotes walking



Connect

Close key gaps in sidewalks and paths



Mix

Plans for mixed uses, income, and demographics



Compact

Create regions with short transit commutes



Cycle

Promote nonmotorized transportation networks



Transit

Locate development near high-quality public transportation



Densify

Optimize density and match transit capacity



Shift

Increase mobility options, encourage development standards and complete streets that support a shift from auto dependency

SVTOD Plan Process

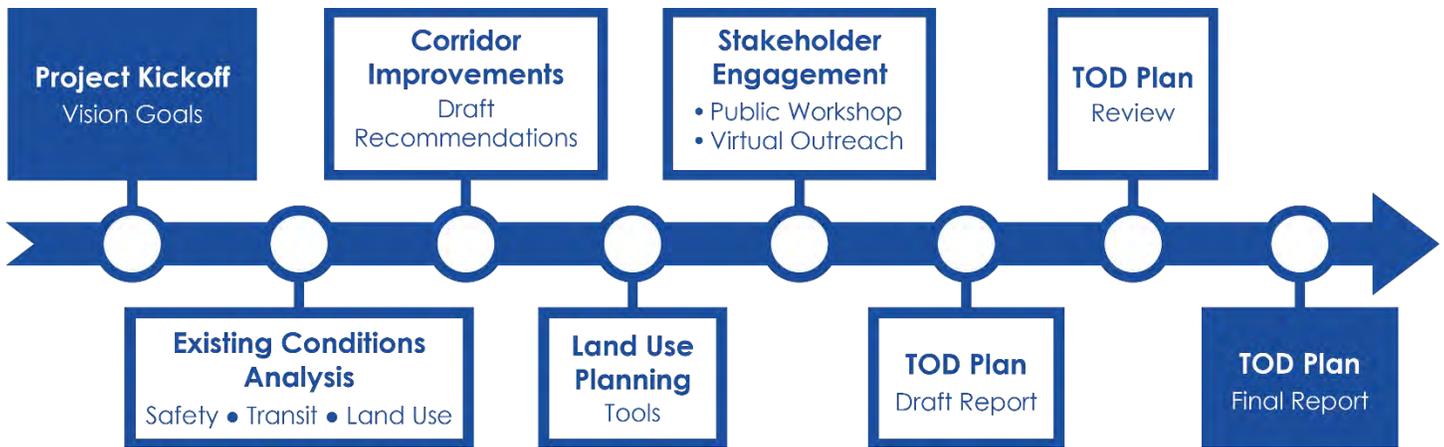


Figure 1.1 SVTOD Plan Process Timeline

Existing Plan and Studies

The study area has been analyzed in several existing studies and future plans may include portions of the study area. Therefore, it is important to recognize and coordinate with these plans where appropriate. This approach ensures that this study considers the recommendations of previous plans while acknowledging changing conditions in the study area and the evolving relevance of some older documents. The Transportation Plans and Studies in **Table 1.1** highlights the sections of documents relevant to the South Virginia Street Corridor. The two most important plans that influence this plan are the City of Reno’s ReImagine Reno Master Plan, and the Nevada Department of Transportation (NDOT) Safety Management Plan (SMP).

In 2006, to keep up with development patterns, the City of Reno adopted a TOD Plan for South Virginia Street, which changed the zoning along South Virginia Street to mixed-use to intensify development to support transit. Following the Great Recession, the market conditions forced the City of Reno to rethink a variety of past planning efforts, leading to the adoption of the 2017 ReImagine Reno Master Plan. As a result of the ReImagine Reno Plan, the 2006 South Virginia Street TOD Plan was removed and the TOD overlay zoning within the study area was converted to a zoning designation of Suburban Mixed-Use. In theory, the zoning change was meant to keep a transit supportive, mixed-use zoning without needing an overlay with unlimited density and commercial floor area. However, the zoning change did remove the minimum density and commercial floor area requirements, essentially opening the door for a broader range of uses including less transit supportive, low intense development. Master Planned Developments in south Reno remained as part of the ReImagine Reno Plan, which have seen higher density (both single and multi-family units) completed or under construction the past several years in Damonte Ranch. The first mixed-use type of development was recently announced for Damonte Ranch, which is identified as ‘Downtown Damonte’. The proposed mixed-use district will include retail, shops, restaurants, office space, and residential apartments (www.downtowndamonte.com). The Pioneer Parkway Master Planned Community south of Downtown Damonte on the future extension of Damonte Ranch Parkway has not yet started construction but would allow for additional high density or mixed-use development.

The NDOT is responsible for maintaining more than sixty percent of the study area right of way from Patriot Boulevard to the Mount Rose Highway. As part of improving safety along this stretch of the corridor, NDOT has been performing a Safety Management Plan (SMP) to analyze the traffic safety for all road users. This plan includes identifying low, medium, and high-priority implementable improvements that can be applied to this section of the South Virginia Street corridor. Many of the proposed improvements support the efforts of this study and the SMP has been working in tandem with this SVTOD plan. Although the NDOT SMP follows the timeline of this study it is a separate study and only applies to a portion of the South Virginia Street, however, the proposed improvements suggested from this study will be supported by this document.

Table 1.1: Transportation Plans and Studies

Transportation Plans and Studies			
Document	Owner	Description	Status
Virginia Street Corridor Investment Plan	RTC	The Virginia Street Corridor Investment Plan identifies near term and long-term transportation improvements that will be made along Virginia Street from North McCarran Boulevard to Mount Rose Highway.	Final April 2014
Transit Oriented Development in the Truckee Meadows: Bridging the Gap Between Planning and Implementation	TMRPA	The primary purpose of this paper is to assist stakeholders in the Truckee Meadows in bridging the gap between TOD planning and implementation.	Revised July 2009
2050 Regional Transportation Plan	RTC	The 2050 RTP identifies the long-term transportation investments that will be made in the urbanized area of Reno, Sparks, and Washoe County, Nevada, also known as the Truckee Meadows.	Update In-Process
City of Reno Bicycle and Pedestrian Master Plan	RTC	Guides bicycle and pedestrian facilities in the City of Reno.	Final June 2017
South Meadows Multimodal Transportation Study	RTC	The purpose of this multimodal study is to identify needs and long-term transportation improvements for regional roads and intersections in the South Meadows area.	Final April 2020
Mt. Rose Corridor Plan	NDOT	This Corridor Plan is focused on potential improvement concepts between Veterans Parkway and Douglas Fir Drive.	Final April 2022
South Virginia Street Transit Oriented Development Corridor Plan	City of Reno	The South Virginia Street Transit Oriented Development (TOD) Corridor Plan is divided into two sections: the Corridor Plan and Station Area Plans.	Draft November 2006
Reno Sparks ADA Right-of-Way Transition Plan	RTC	The Reno Sparks ADA Right-of-Way Transition Plan provides a roadmap to making pedestrian facilities accessible to persons with disabilities.	Draft 2019
Transportation Optimization Plan Strategies (TOPS)	RTC	The Transit Optimization Plan Strategies (TOPS) serves as the basis for changes to RTC’s public transportation services over the next five years (FY23-FY27).	Final July 2022
South Virginia Street Safety Management Plan (SMP)	NDOT	A Safety Management Plan (SMP) is a transportation analysis that focuses on traffic safety for all road users.	Final Anticipated (September 2024)
Land Use and Area Plans			
Document	Owner	Description	Status
Truckee Meadows Regional Plan	TMRPA	In relation to the South Virginia Street TOD Study, this plan addresses infill development scenarios along the study corridor.	Final 2019
ReImagine Reno: City of Reno Master Plan	City of Reno	The Master Plan reflects the ideas, values, and desires of the community, aligning these with a range of plans, policies, and initiatives in place or underway in both Reno and the wider region.	Final November 2021
Envision Washoe 2040	Washoe County	The Master Plan is used to determine the most desirable location of each type of development. The plan has policies and maps designed to define development suitability and conserve natural resources.	Adopted January 2024

		The U.S. Environmental Protection Agency (EPA) establishes health-based National Ambient Air Quality Standards (NAAQS) for six criteria pollutants including ozone. Ozone concentrations are strongly linked to population, employment, and on-road vehicle miles traveled (VMT). Long-term initiatives focused on shaping land use development patterns and the built environment.	
Complete Streets Master Plan		The purpose of the Complete Streets Master Plan is to identify the Regional Transportation Commission of Washoe County's (RTC) long range strategy for complete street treatments in the Reno-Sparks metropolitan area.	July 2016

Study Area

The study corridor extends 5.5 miles along South Virginia Street from the existing Virginia Line BRT route's current terminus at the Meadowood Mall transfer station to Mount Rose Highway (SR 431). This section of road will be identified as the 'study area' throughout this document. A majority of the study area has already been developed (S. McCarran Blvd. to S. Meadows Pkwy), but the area south of South Meadows Parkway remains mostly vacant with several high-density projects being planned specifically around Damonte Ranch Parkway. Therefore, an alternate study route has been included as the Damonte Ranch Parkway Alternative which appears to be the one area adjacent to South Virginia Street providing TOD level development. The study area follows these corridors and includes any property located within a walking distance of 1/2 mile as depicted in **Figure 1.2**.



Figure 1.2: Study Area



Vacant tract at South McCarran Boulevard and South Virginia Street

South Virginia Street Study Area: Extends from half a mile north of Meadowood Mall in the north to half a mile south of the Summit Shopping District in the south. Specifically, the ± 5.5 mile corridor includes South Virginia Street from Meadowood Mall Way to Mount Rose Highway (SR 431).



Damonte Ranch Parkway across from Downtown Damonte

Damonte Ranch Parkway Alternative: An alternative corridor that was analyzed is adjacent to many existing multi-family developments, includes Damonte Ranch Parkway from South Virginia Street to the terminus of Damonte Ranch Parkway. It also includes the future extension of Damonte Ranch Parkway which will connect to Geiger Grade Road and continues west along the Mount Rose Highway (SR 431) to the Summit Mall.

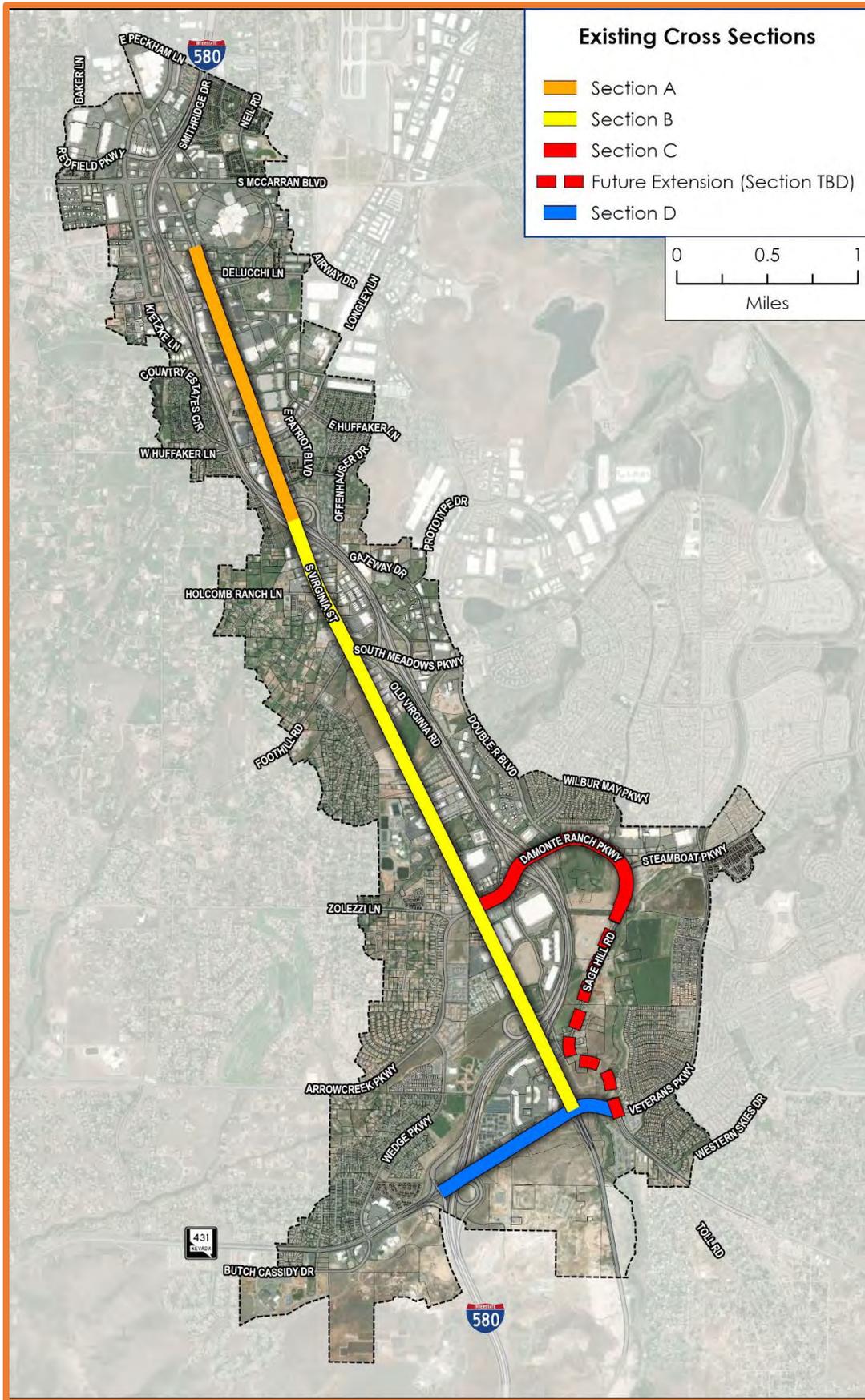


Figure 1.3: Roadway Sections

Corridor Roadway Sections

The study area and the existing cross sections are generally identified in **Figure 1.3** above showing the approximate location for each section and **Figure 1.4 thru 1.7** below display the details of each typical section.



Figure 1.4: Typical Section A

Section A of South Virginia Street extends from Meadowood Mall Way to East Patriot Boulevard and includes four travel lanes and center median/turn lane within a relatively confined corridor. Speed limits range from 35-45 miles per hour (MPH). Section A is within the City of Reno owned right of way and has been generally controlled by development standards as developments/redevelopments have occurred over the years on a property-by-property basis, leading to a variety of sidewalk widths, absence of curb and gutter in older areas, and inconsistent bike lanes/multimodal facilities. Despite the inconsistencies, sidewalk and bike lanes are generally provided throughout this section. The right of way width for Section A is generally 90-125 feet, making it the most restrictive within the study area corridors.

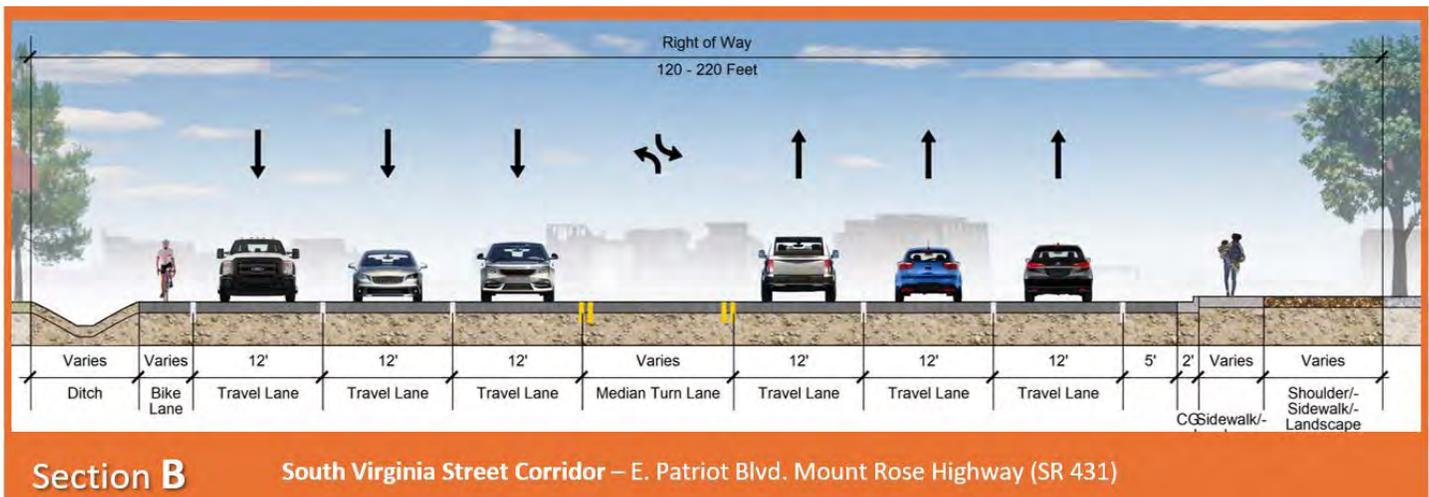


Figure 1.5: Typical Section B

Section B extends from E. Patriot Blvd. to Mt. Rose Hwy. (SR 431) and is owned by NDOT. Speed limits range from 45 to 55 miles per hour. The right of way is less restricted in this section and ranges from 120 to 220 feet in width. This portion of the study area is still largely reflective of the rural highway that South Virginia Street was constructed to serve as. There are several long stretches of the corridor that lack curb and gutter, sidewalks, and bicycle lanes. However, unlike in Section A, in sections that do have bicycle and pedestrian facilities

there is more consistency where recent developments have all met the same design standards. Improvements to Section B are being proposed as part of NDOT's SMP.

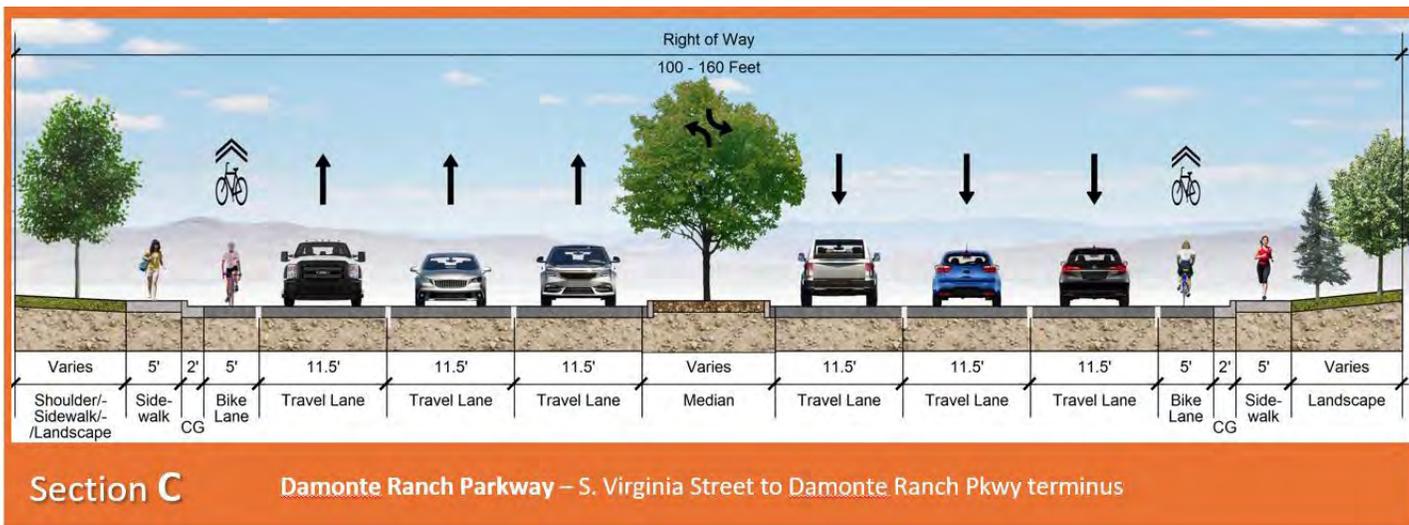


Figure 1.6: Typical Section C

Section C follows Damonte Ranch Parkway as an alternative to the South Virginia Street corridor. This section is a six-lane road with landscape medians and includes sidewalks and bike lanes. Speed limits range from 35 to 45 miles per hour and have been designed to accommodate the development from Damonte Ranch at full buildout. It is anticipated that the future extension of Damonte Ranch Parkway will narrow to four travel lanes from its current terminus to Geiger Grade Road (SR 341).

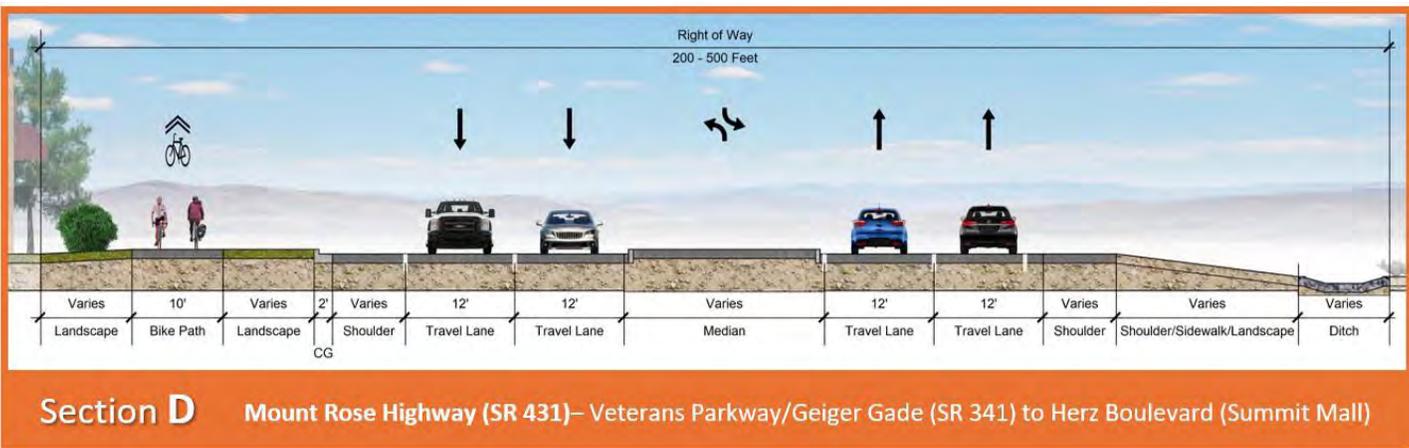


Figure 1.7: Typical Section D

Section D includes Mount Rose Highway (SR 431) from the roundabout at Veterans Parkway/Geiger Grade (SR 341) to Herz Boulevard at the Summit Mall. The right of way within this section is also owned by NDOT and provides ample room for any configuration. Currently, the speeds along this section range from 45-55 mph and there is a separated ten-foot wide multi use path on the northside from South Virginia Street to Wedge Parkway.

Active Transportation Facilities

The study area is a developing corridor with several gaps in the bike and pedestrian network. Currently, sidewalks exist on only 52% of the corridors with gaps on both sides of the street as shown in **Figure 1.8**. Additionally, bike facilities shown in **Figure 1.9** are entirely absent on approximately 18% of the corridors, although there is at least one bike lane or path on one side of the street in some areas. This inconsistency results in unreliable conditions for biking along South Virginia Street. Furthermore, the existing bike lanes vary in size and markings throughout the study area, potentially not accurately reflecting the intended facility standards.

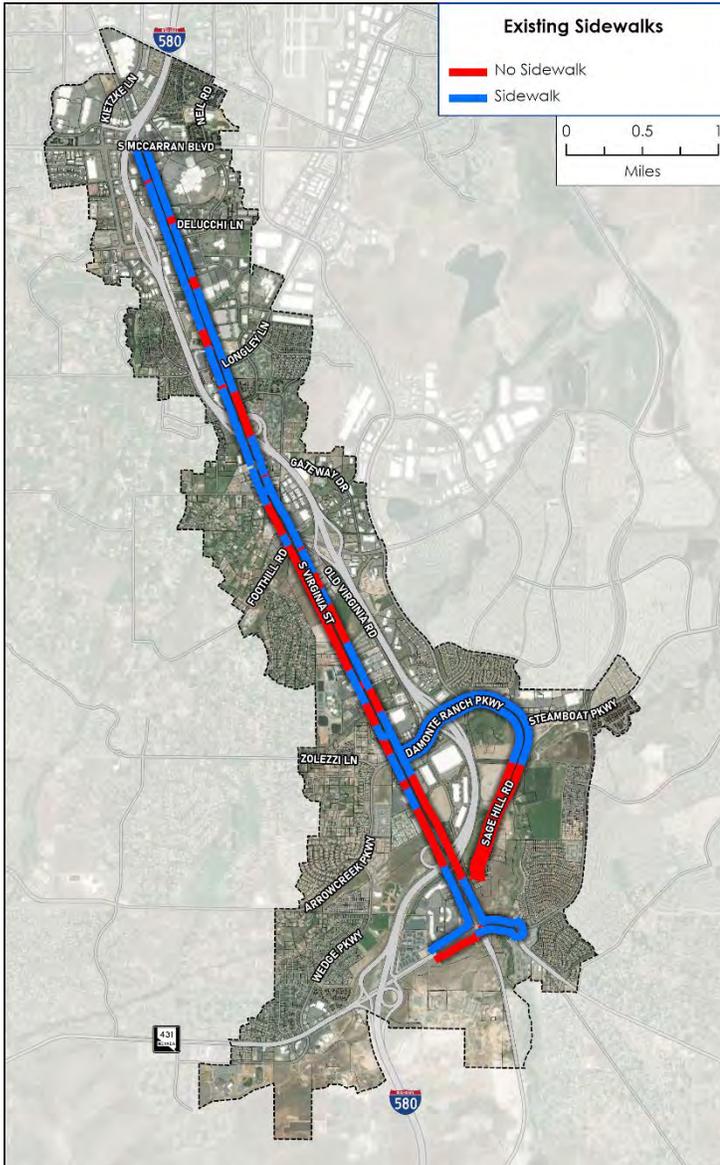


Figure 1.8: Existing Sidewalk

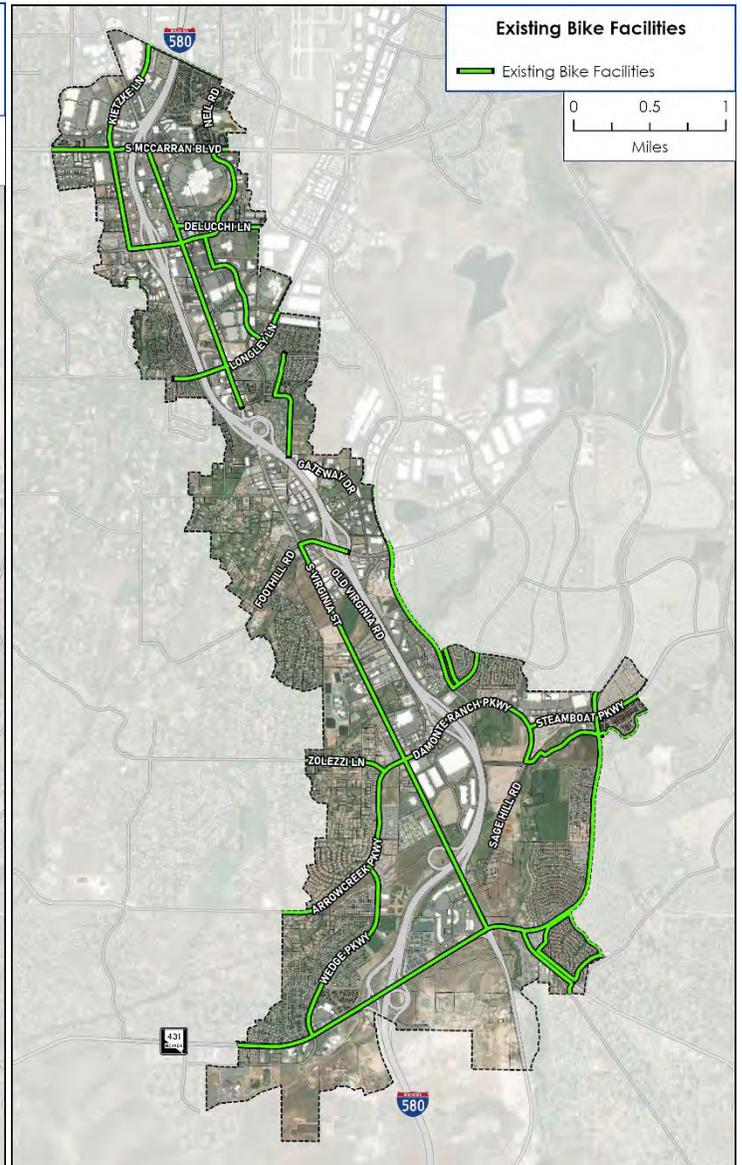


Figure 1.9: Existing Bike Facilities

The **Damonte Ranch Parkway Alternative** has been mostly developed within Planned Unit Developments (PUDs) which required bike and pedestrian connectivity and has consistent sidewalk, pedestrian paths, and bike lanes throughout the community. Bike facilities are also provided along the majority of the South Virginia Street corridor with an existing bike trail along Mount Rose Highway. These facilities connect to a larger network found throughout the residential development to the east and will help connect pedestrians to areas outside of the study area.

Bus Facilities

Existing bus services are limited in South Reno south of Meadowood Mall. In fact, **Route 56** is the only fixed route service in this portion of the study area (see **Figure 1.10**). Route 56 is limited to half-hour frequencies during peak times on the weekdays and has limited service after 8:00pm and during the weekends. The only bus stops along Route 56 within the study area are sparse with a bus stop near the intersection of Double R Parkway and Damonte Ranch Parkway and two along South Virginia Street.

Another very limited service along the Study Area is provided by the Carson City regional route which runs the entirety of the South Virginia Street corridor from the Meadowood Mall transfer station to the Summit Mall. However, this is a commuter route connecting riders from Reno to Carson City and only runs during the weekdays in the mornings and evenings. This limits service along a majority of the study area for existing businesses and residents reliant on transit. **FlexRIDE** service is available and provides on-demand service from the neighborhoods to the east to portions of the study area including the Summit Mall, and areas around Damonte Ranch Parkway and South Meadows Parkway.

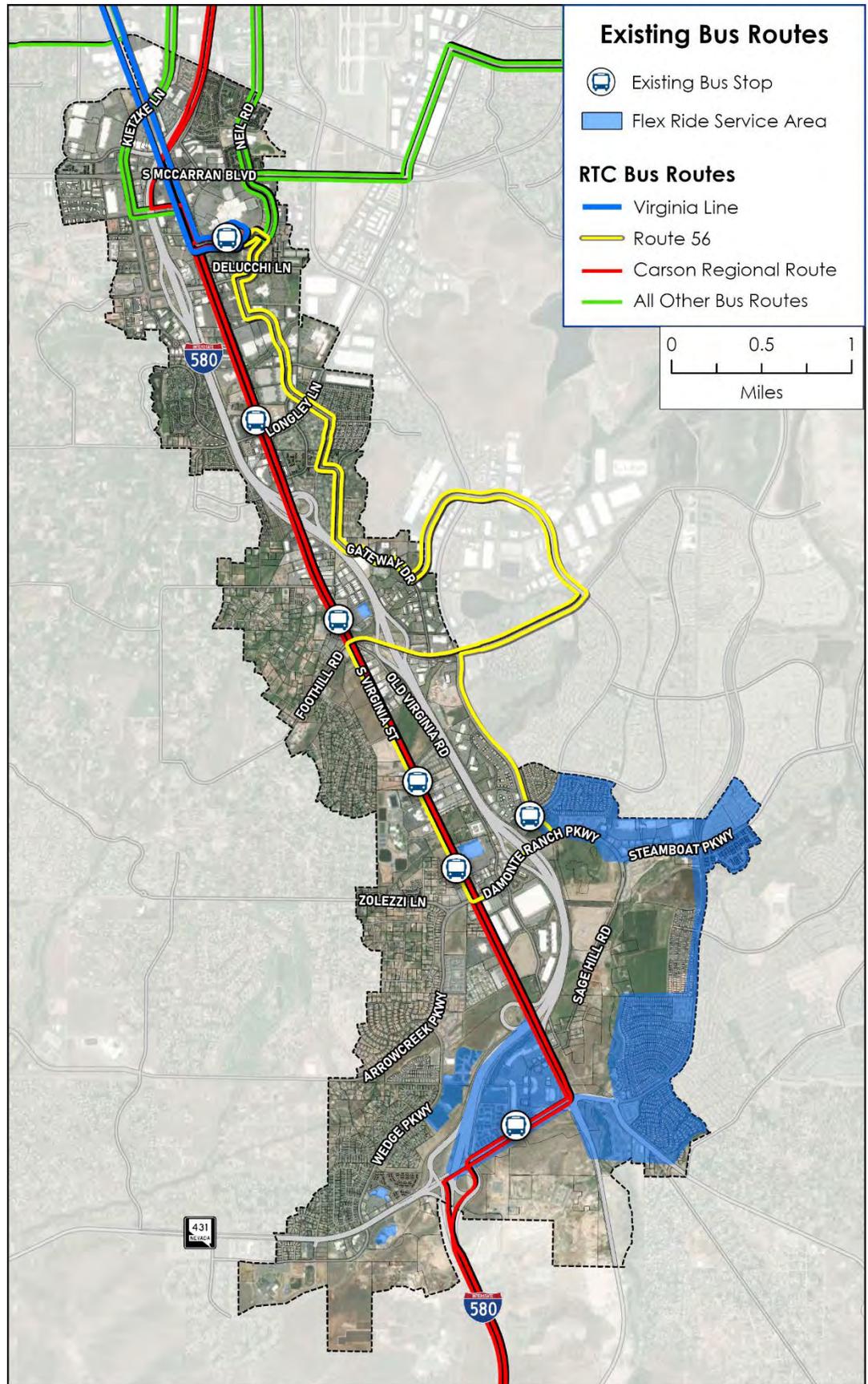


Figure 1.10: Existing Transit Facilities

Safety

Five-year crash data between the years 2016-2020 were analyzed along the South Virginia Street corridor and included over 1,000 crash reports that resulted in Equivalent Property Damage (EPD). As shown in **Figure 1.11**, crashes along South Virginia Street are concentrated at the intersections and areas with higher traffic counts. The map below, **Figure 1.12**, shows recorded pedestrian crashes including vehicle vs. pedestrian and vehicle vs. bicyclist. The data shows these concentrations are mostly occurring between existing signalized intersections and in areas that allow full movement with high-speed limits and six lanes of traffic. More importantly, these areas are also located in areas where multimodal infrastructure, including sidewalks and bike lanes are limited or do not exist.

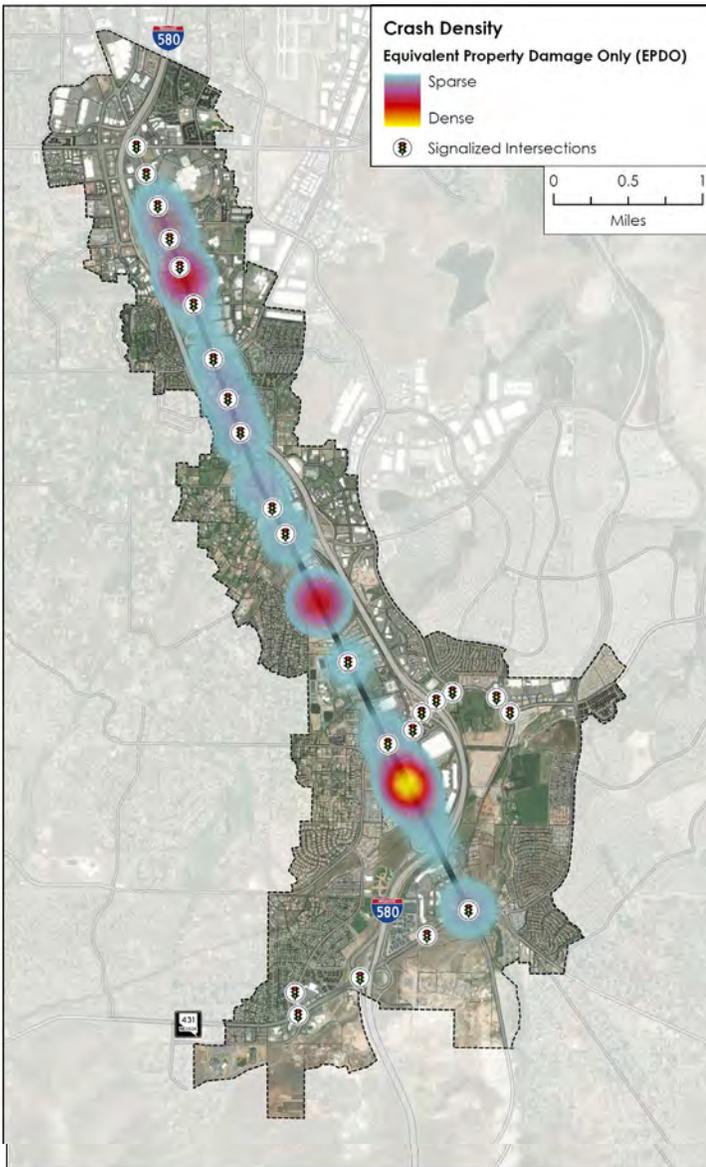


Figure 1.11: Collision Heatmap

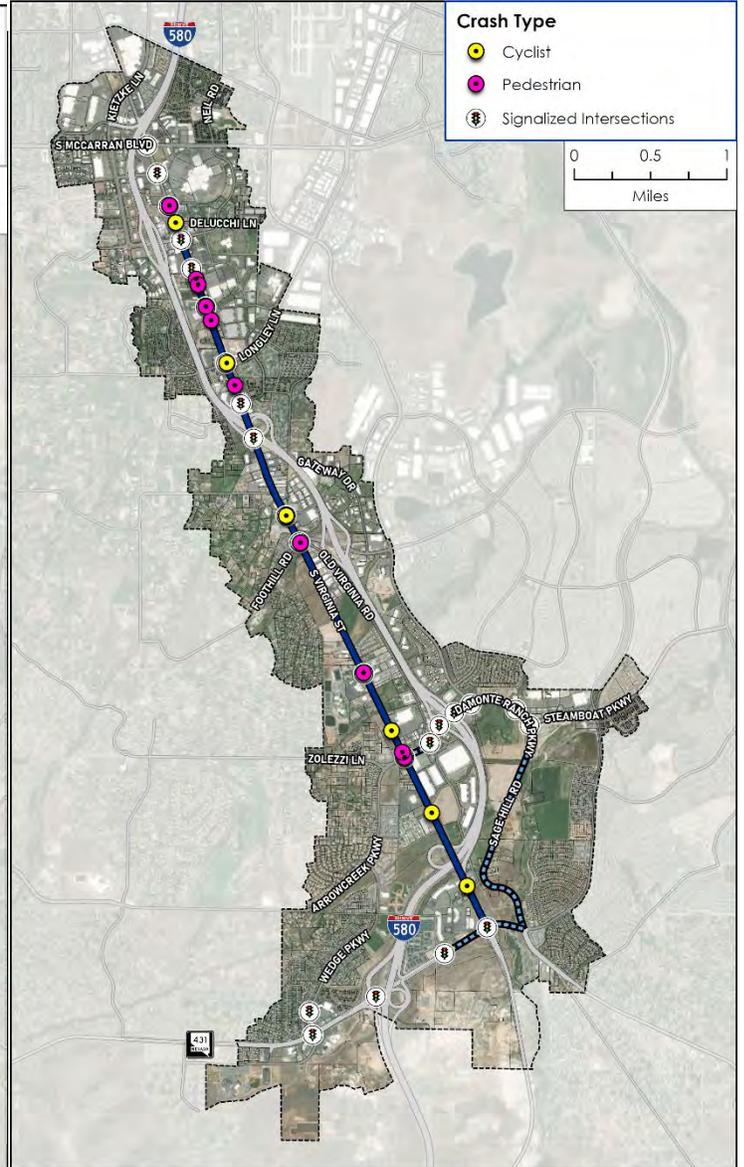


Figure 1.12: Crash Types

Existing Demographics

The demographics within the study area will help to identify potential ridership and will be important to consider as riders in areas of high population, and low to moderate median income tend to be the population to most likely benefit from BRT. Analyzing the 2020 US Census data has developed a clear understanding of the existing population within the study area as shown below in **Figure 1.13**. The Census block groups which are located within the study area show a clear correlation between housing type and population, with the block

groups with the most population, having the most multi-family or high-density housing. Therefore, a better indication for possible dependent riders should be looking at areas with existing multi-family or high-density housing within the study area.

Figure 1.14 shows distribution of household income within the study area. The areas with higher proportions of low-income households are generally considered to be those more likely to be reliant on public transit and should be considered priority locations for future transit stops. Regardless of income or age, areas of high population density are also notable when targeting choice riders as a certain percentage of the population will use transit, especially when it comes to BRT since this service is supposed to be an equal or more attractive option to personal modes of transportation. Finally, when planning for the future needs, areas of vacant land should also be considered as these areas will influence the study area demographics in the future and could lead to an increase need for transit services in an area that is currently not identified.

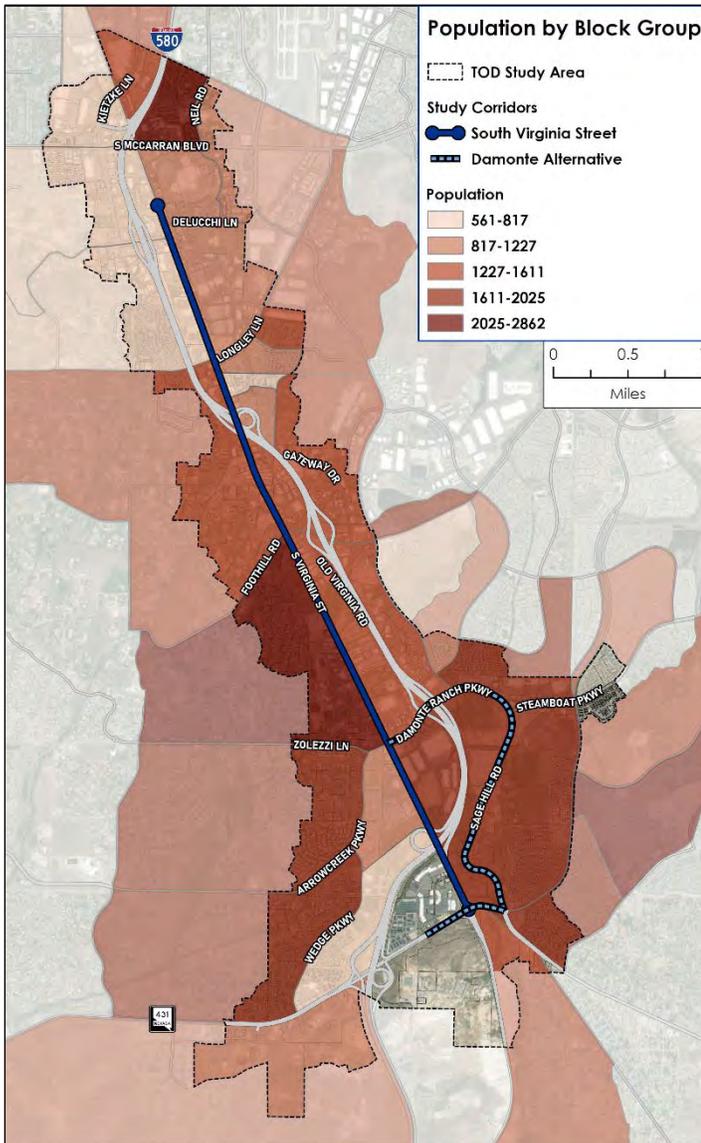


Figure 1.13: Population by Block Group

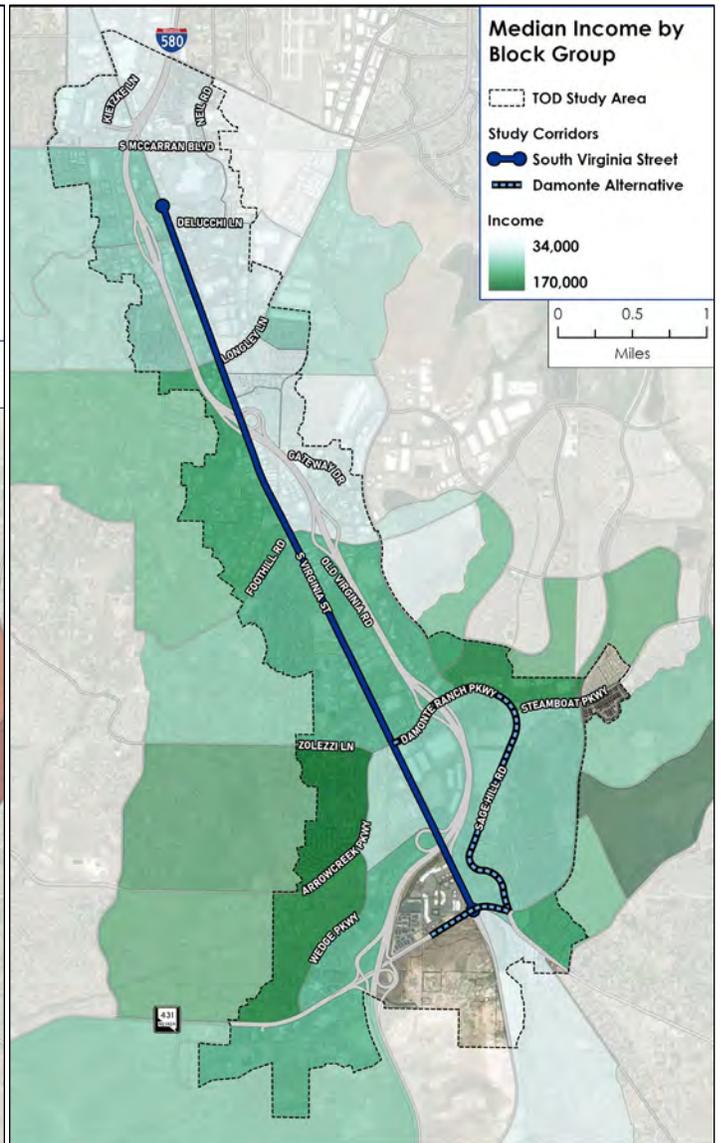


Figure 1.14: Median Income by Block Group

After considering the existing conditions, the following chapter will discuss the opportunities in the study area including an overview of the existing land use, development patterns, and future growth scenarios and how they influence transit services in the study area.

CHAPTER 2

OPPORTUNITIES IN THE CORRIDOR



Historic Trends

Over the past three decades and post the completion of Interstate 580 (I-580), the stretch of South Virginia Street extending from S. McCarran Boulevard to the Mount Rose Highway (SR 431) has transformed from a rural highway linking Reno and Carson City into a suburban arterial connecting nodes of development. This transition has resulted in a diverse mix of land uses and outdated infrastructure that has not kept up with the regional changes. Over the past thirty years, from 1990 to 2020, the population in the study area exploded from a population of $\pm 1,500$ to $\pm 43,000$ people (U.S. Census).

Before the 1990s, the study area was predominantly rural with limited development, including some low-density large lot residential areas under Washoe County jurisdiction, as well as large ranch lands. By the year 2000, construction was underway to extend U.S. 395 (now known as I-580), and planned developments in the South Meadows area were in progress, with the planning of Damonte Ranch also beginning. These initiatives allowed most commuters to bypass South Virginia Street and marked a shift from rural to typical suburban development serving the surrounding neighborhoods. During the following decade, from 2000 and 2010, major master planned developments such as Damonte Ranch, Curti Ranch, and Carmella Ranch began to take shape. South Reno continues to transform into a highly desirable community within the region, which has led to an increase in development along the Study Area.

Development within the study area experienced a slowdown following the Great Recession but has since rebounded significantly over the past decade. The resurgence in development in south Reno has been driven largely by the region's expanding employment opportunities, particularly from Tesla and the Tahoe Reno Industrial Center (TRIC). Over the past decade, there has been a significant increase in development and population growth in south Reno. This shift has led to higher-density development patterns, characterized by smaller lots and an increase in single-family attached and multifamily residences. This trend is ongoing in South Reno. **Figure 2.1** below illustrates the comparison of population and development patterns within the project study area over the past 30 years.

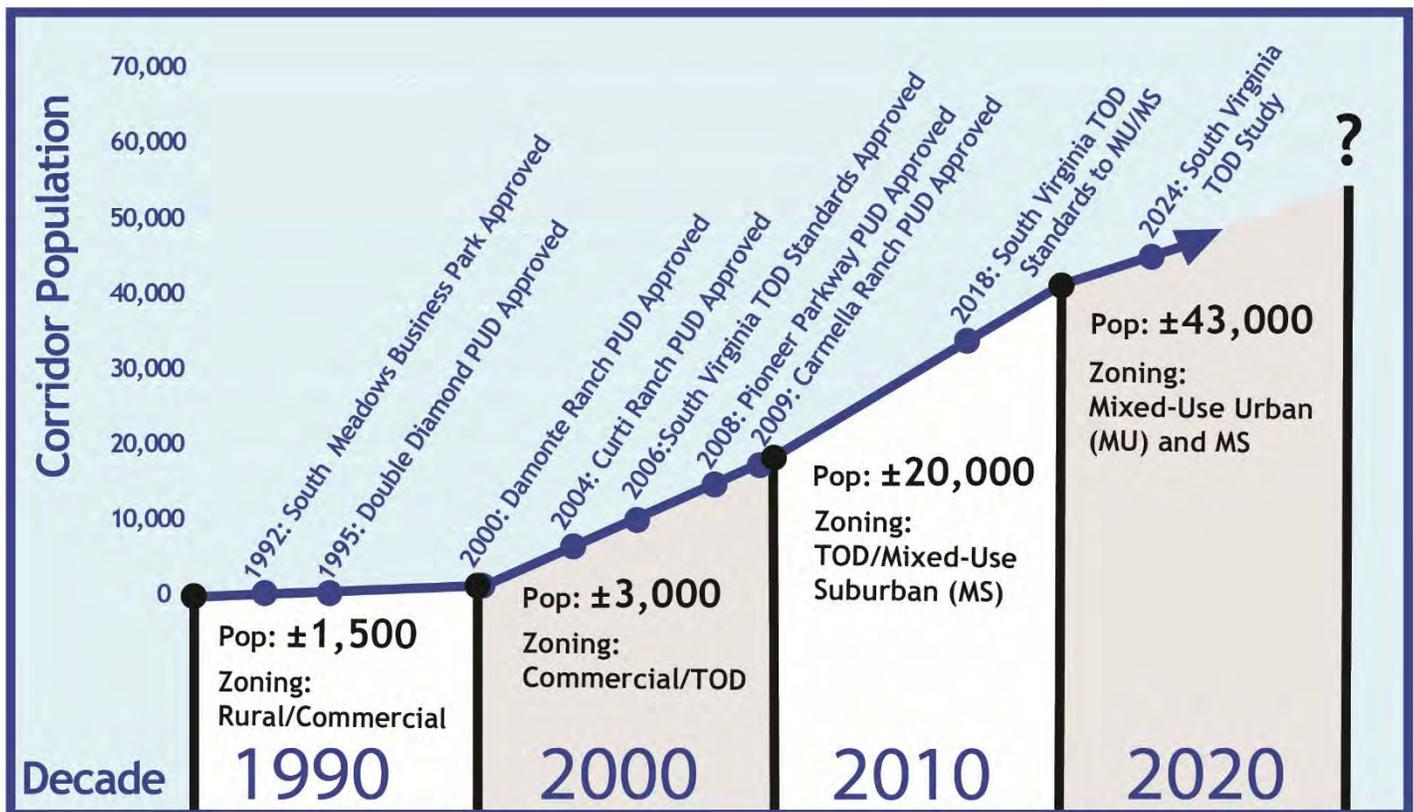
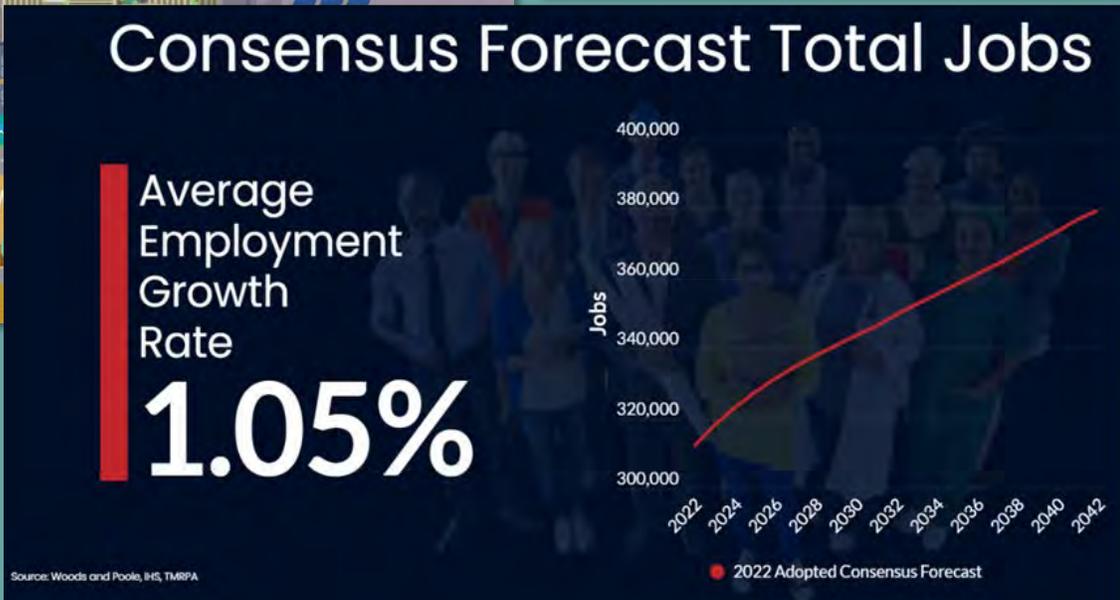
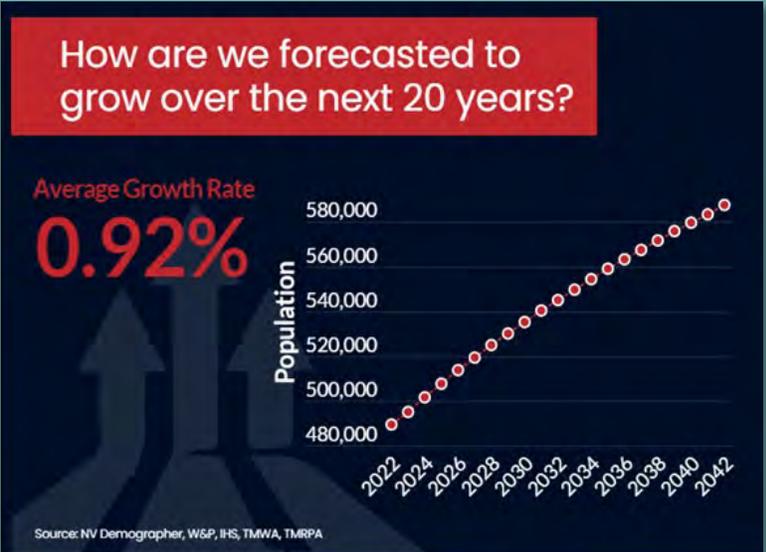
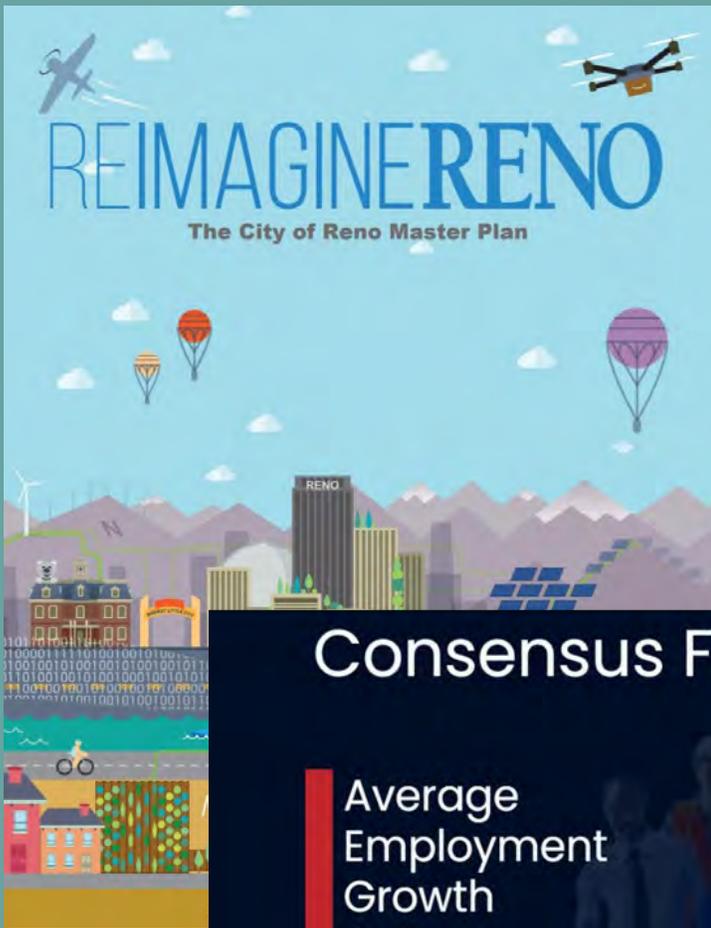


Figure 2.1 Historic Growth Pattern

Planning for Future Growth

According to the Truckee Meadows Regional Planning Agency (TMRPA), the region is projected to add 100,000 residents and over 68,000 jobs between 2022 and 2042. This growth will significantly impact the study area. As Reno's growth continues, collaborative planning efforts led by TMRPA and the City of Reno prioritize sustainable development practices, as outlined in the ReImagine Reno guiding principles. These include responsible and well-managed growth (Guiding Principle 2), vibrant neighborhoods and centers through infill and mixed-use development (Guiding Principle 4), and enhanced multimodal connectivity (Guiding Principle 5). The upcoming sections will delve into city and regional planning strategies, particularly their focus on promoting Transit-Oriented Development (TOD) along South Virginia Street.



Current Land Inventory

The current land inventory can help plan for future growth as well as identify what the current needs may be. Typically, BRT is favorable to mixed-use land designations, which promote high density development including multi-family, single family attached housing, large commercial developments, employment centers, and street networks with robust multimodal transportation infrastructure. Within this study area, identifying vacant land or areas for future redevelopment can help to determine future growth areas and the types of development that can be expected. The current land inventory map, shown in **Figure 2.2**, identifies vacant land and redevelopment opportunities.

By analyzing the master plan and zoning designations set by the city or county, the influences on the vacant land within the study area will help to understand the types of existing developments and identify future developments within the study area that may be favorable to BRT. Within the study area, these include the City of Reno master plan and zoning designations throughout the majority of the study area to the west and portions that are under Washoe County jurisdiction to the east.

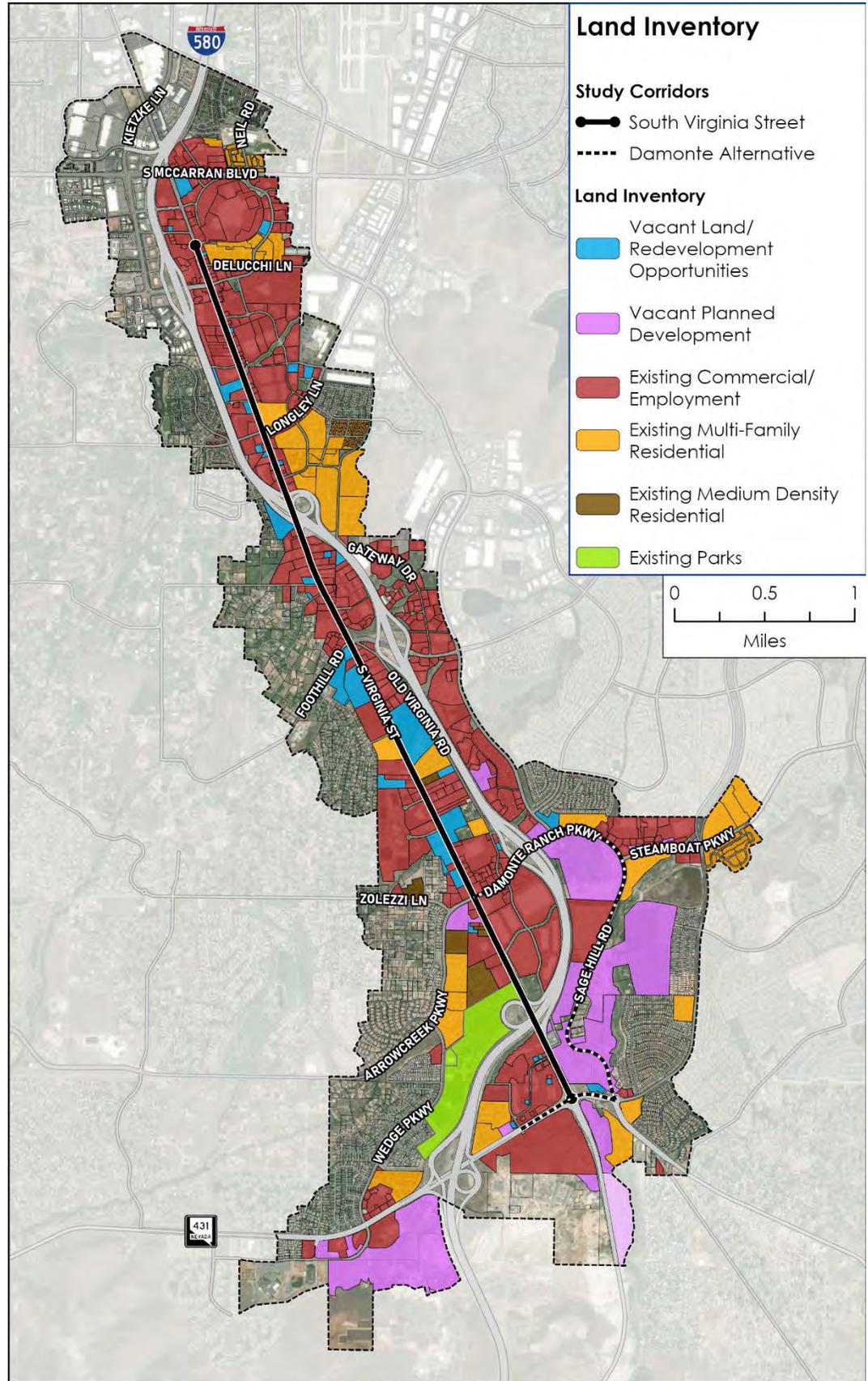


Figure 2.2 Current Land Inventory Map

Master Plan and ReImagine Reno Area Specific Policies

The ReImagine Reno Master Plan identifies South Virginia Street as a suburban corridor. Suburban corridors encourage a mix of higher-density residential, retail, commercial, and other employment- and service-oriented uses. While the corridor is currently suburban, the Area Specific Policies outlined below support its gradual transition to an urban corridor. These policies provide flexibility in development patterns and intensity in the near term, **encouraging nodes of higher-intensity development** which is more supportive of transit. This approach aims to enhance access to services, expand housing options, and **support expanded transit service over time**.

Employment Areas

Employment areas **support live-work opportunities** for the local workforce and reduce the need for cross-town trips. The connectivity between these employment areas and the study area can influence the demand for additional housing within the study area and increase transit ridership. There are two Employment Areas adjacent to the study area (blue shaded areas in **Figure 2.3**).

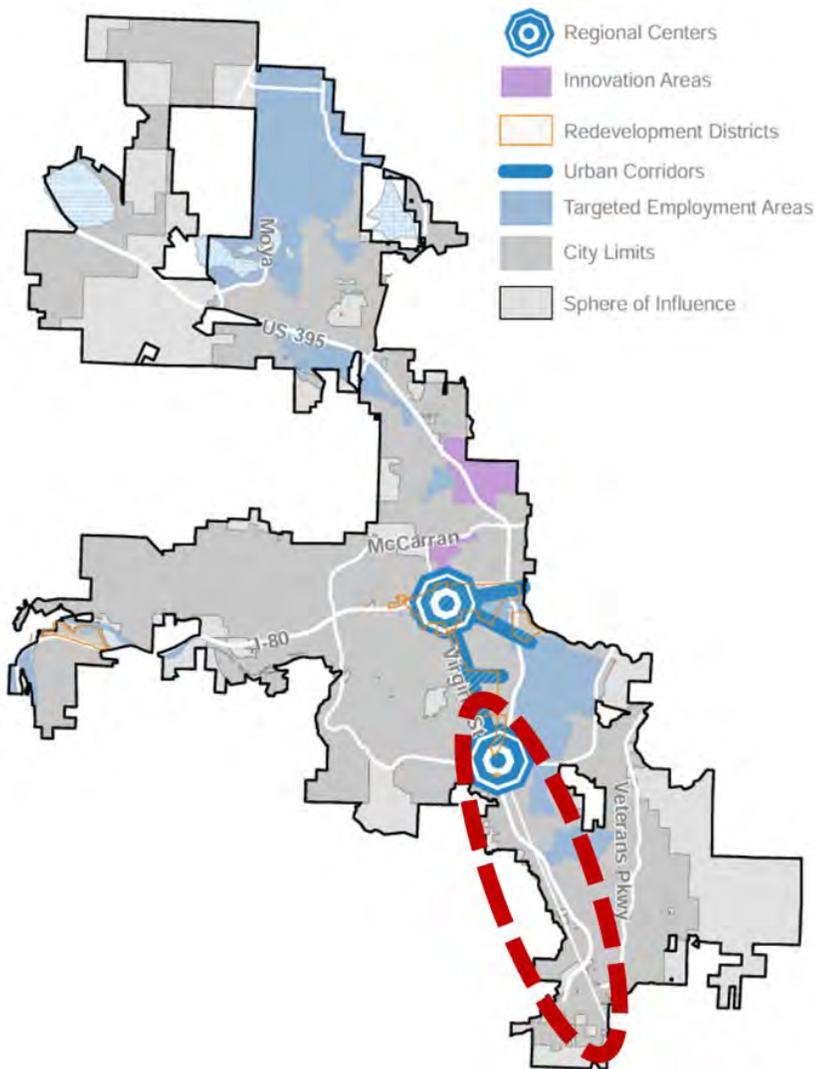


Figure 2.3: Employment Areas

Regional Centers

Meadowood Mall in the north is identified as a Regional Center (**Figure 2.3**). Regional centers serve residents of the City of Reno and the broader region, as well as visitors from across the state and country. Regional centers include a **diverse mix of uses of high-density** office, residential, hotel, entertainment (including gaming), retail, and supporting uses. **Are well-served by the region’s multimodal transportation** network and serve as a hub for service to other destinations within the region.

Outer Neighborhoods

The study area provides connectivity for several surrounding outer neighborhoods as outlined in *ReImagine Reno Master Plan*. Outer neighborhoods include the city’s older suburban areas, generally outside or adjacent to the McCarran loop, as well as newer suburban developments. They are generally comprised of single-family detached homes and have a cohesive character. While new development continues to occur in some outer neighborhoods, others are in need of revitalization and reinvestment. **Significant capacity for future residential development** lies in outer neighborhoods. **Opportunities to encourage a broader mix of housing types and supporting non-residential uses** and amenities in outer neighborhoods are encouraged in order to meet changing community needs.

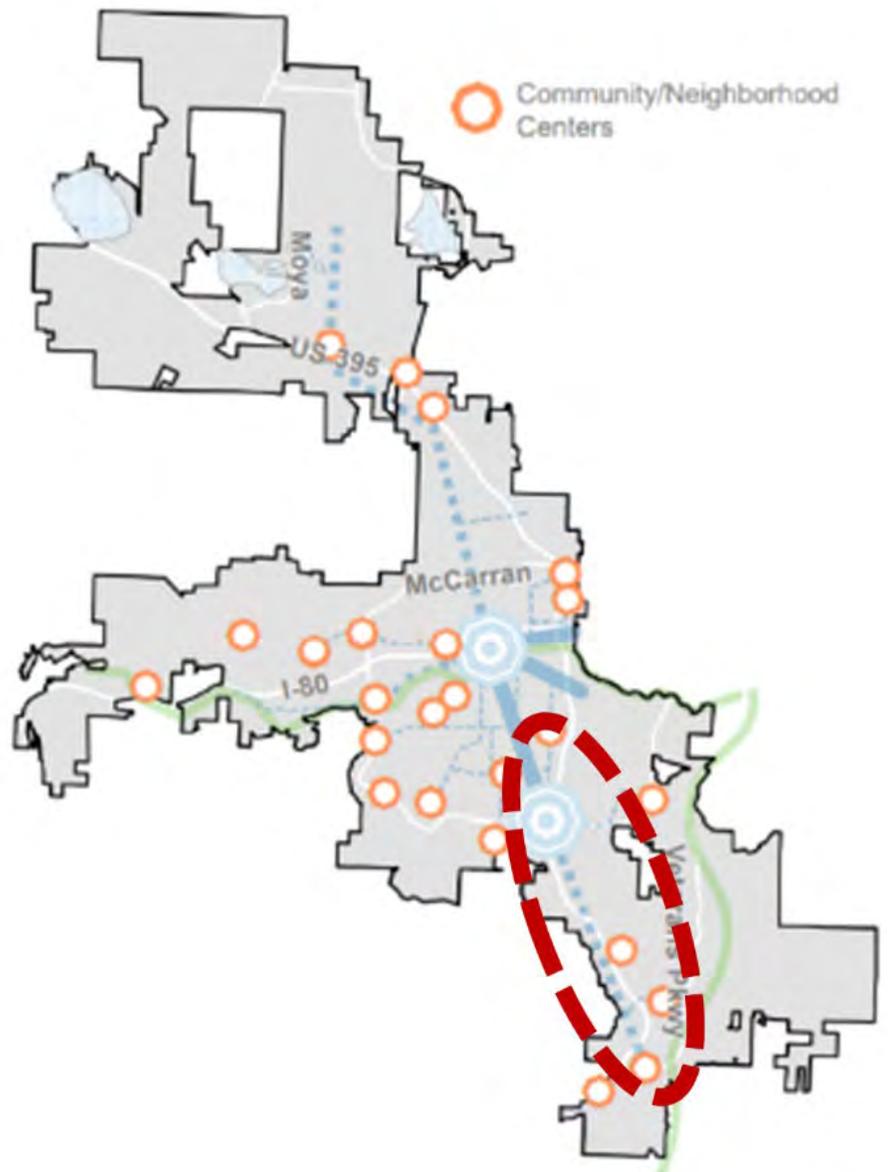
Community/Neighborhood Centers

The study area includes several community/neighborhood centers (**Figure 2.4**). In the study area these include:

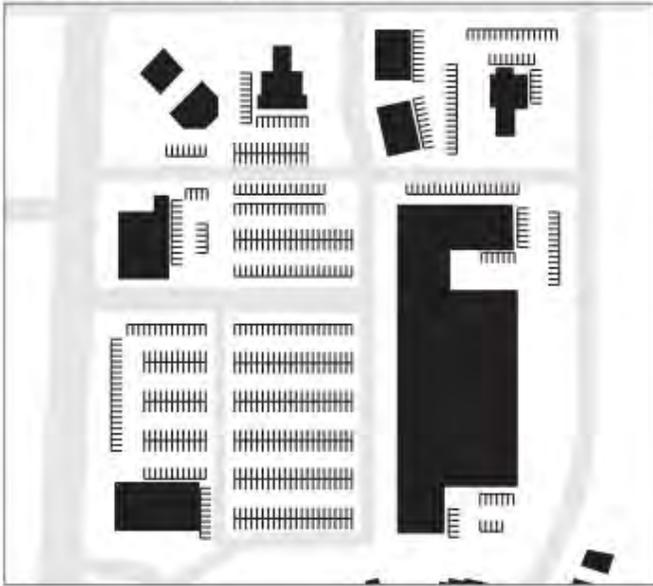
- Meadowood Mall
- South Meadows Parkway
- Downtown Damonte
- Summit Mall

Community/neighborhood centers provide opportunities for supporting services (e.g. restaurants, cafes, small retail stores, medical offices) intended to meet the needs of the immediate neighborhood. Walkable, small-scale neighborhood centers exist in several of the city's central neighborhoods, while larger community centers such as those anchored by a grocery store or other large retail tenant may include a **vertical or horizontal mix of residential and/or office uses in addition to retail/commercial uses**.

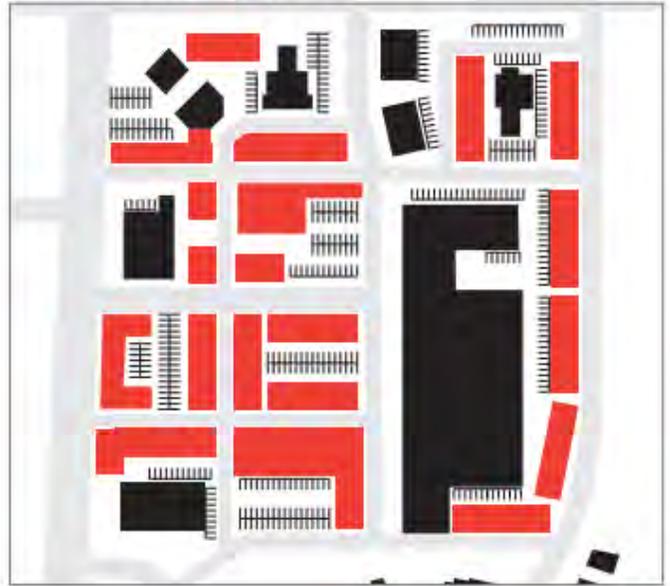
Community/neighborhood centers should have a cohesive and pedestrian-oriented design that features public/community gathering spaces and **enhanced pedestrian/bicycle connections** to the surrounding neighborhoods. The design principles that follow (see **Figure 2.5**) provide general guidance to support the revitalization of existing centers, and can inform the design of new centers. The identified centers within the study area (Meadowood Mall, South Meadows Parkway, Downtown Damonte, and the Summit Mall), have large parking areas that have the potential for revitalization and added density and a greater mix of uses that would also help encourage transit-oriented development according to the *Reimagine Reno Master Plan*.



Existing Community Center



Revitalized Community Center



Existing Neighborhood Center



Revitalized Neighborhood Center



Revitalization of Existing Centers. The diagrams illustrate potential opportunities for site improvements and infill on surface parking lots to accommodate a greater mix of uses and promote the revitalization of existing centers. To achieve required parking for uses that replace surface parking lots, tuck-under and/or structured parking are to be utilized.

Figure 2.5 Potential Existing Site Improvements for Community/Neighborhood Centers

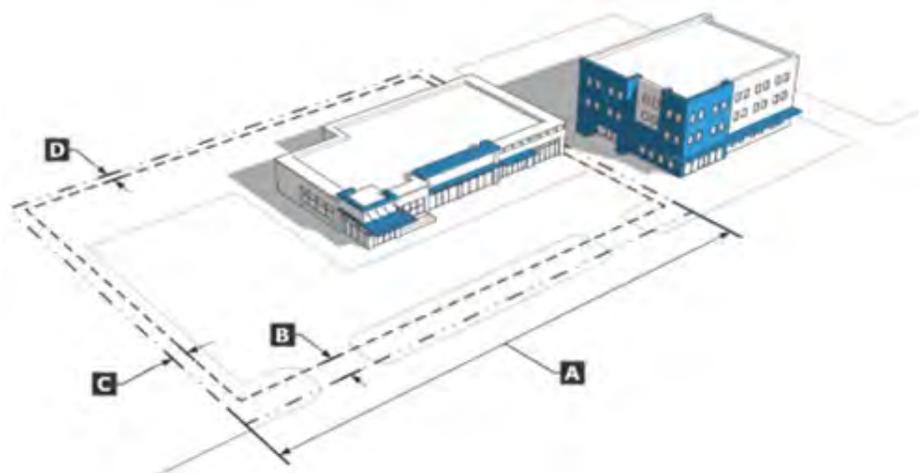
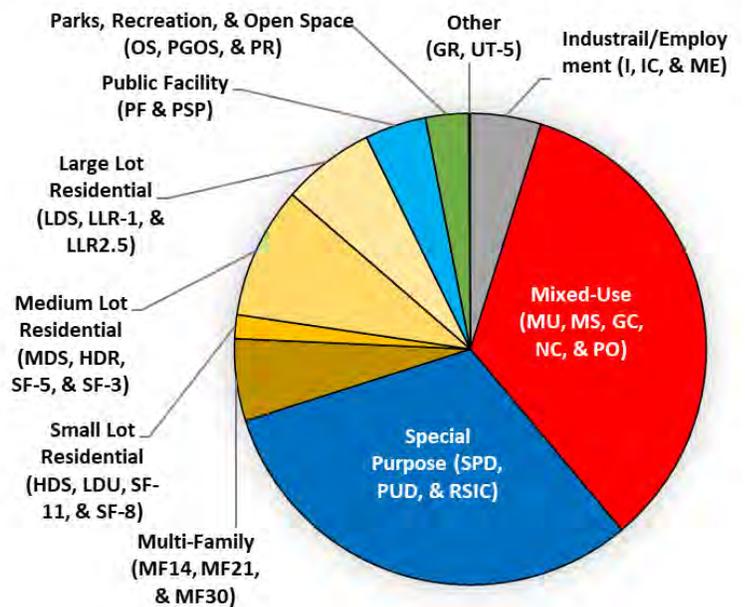
Zoning

The majority of the master plan designations within the study area are classified as Suburban Mixed Use (SMU), which promotes a mixed-use zoning designation that is favorable to BRT services. The underlying zoning typically associated with this master plan designation allows commercial or high-density residential development. The map below shows the distribution of the zoning districts throughout the study area. **Figure 2.6** shows the three major City of Reno zoning designations within the study area are **Mixed-Use Urban (MU)**, **Mixed-Use Suburban (MS)**, and **Planned Unit Development (PUD)**. While the MU zoning designation is traditionally most favorable to BRT, the SMU designation, which has no minimum density requirement, may not inherently encourage high-density development but still has design standards which support multimodal transportation. The PUD zoning is unique as it refers to a specific planned community with varying development standards throughout the study area, some of which may promote design elements favorable transit.

Each Planned Unit Development (PUD) is unique and typically has different development standards than those found in the City of Reno development code. The three PUDs within the study area—Double Diamond PUD, Damonte Ranch PUD, and Pioneer Parkway PUD—have specific development standards detailed in their respective PUD Handbooks. These generally allow for high-density development but, like the SMU zoning designation, may lack minimum density standards to encourage consistent high-density development within the study area.

Importantly, the PUDs encompass the largest areas of vacant land within the study area and will significantly influence future development in the southern part of the area. Predicting future development patterns is challenging due to the wide range of potential densities. According to ReImagine Reno, the SMU master plan designation does not require a minimum density, though it encourages concentrated nodes of high-intensity development. While the SMU designation includes several conforming “Base Zoning Districts,” the study area is predominantly under one; Mixed-Use Suburban (MS). The current zoning map within the study area is shown in **Figure 2.7** for the City of Reno and **Figure 2.8** for Washoe County.

Figure 2.6 Study Area Zoning Designations



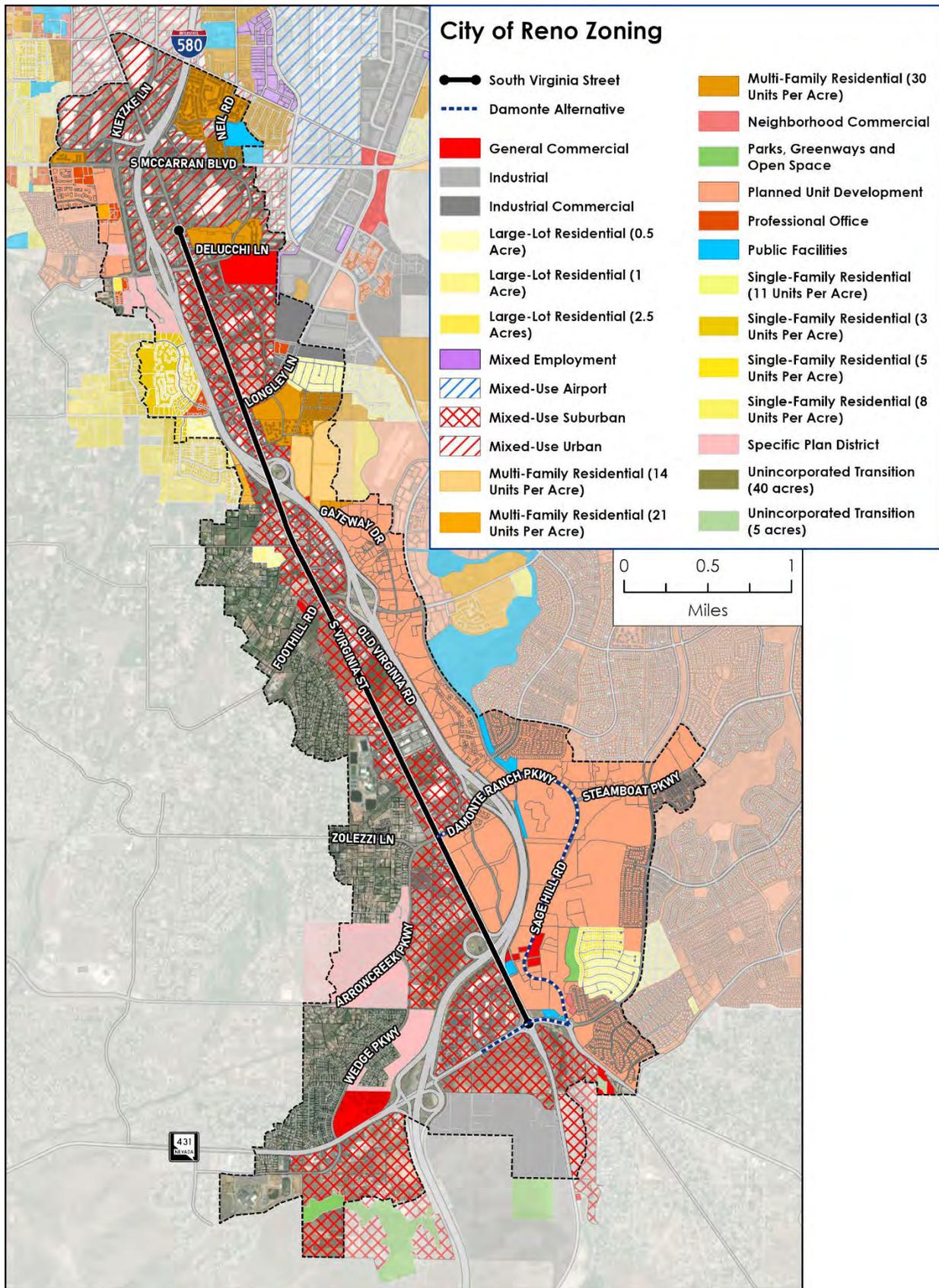


Figure 2.7 City of Reno Zoning

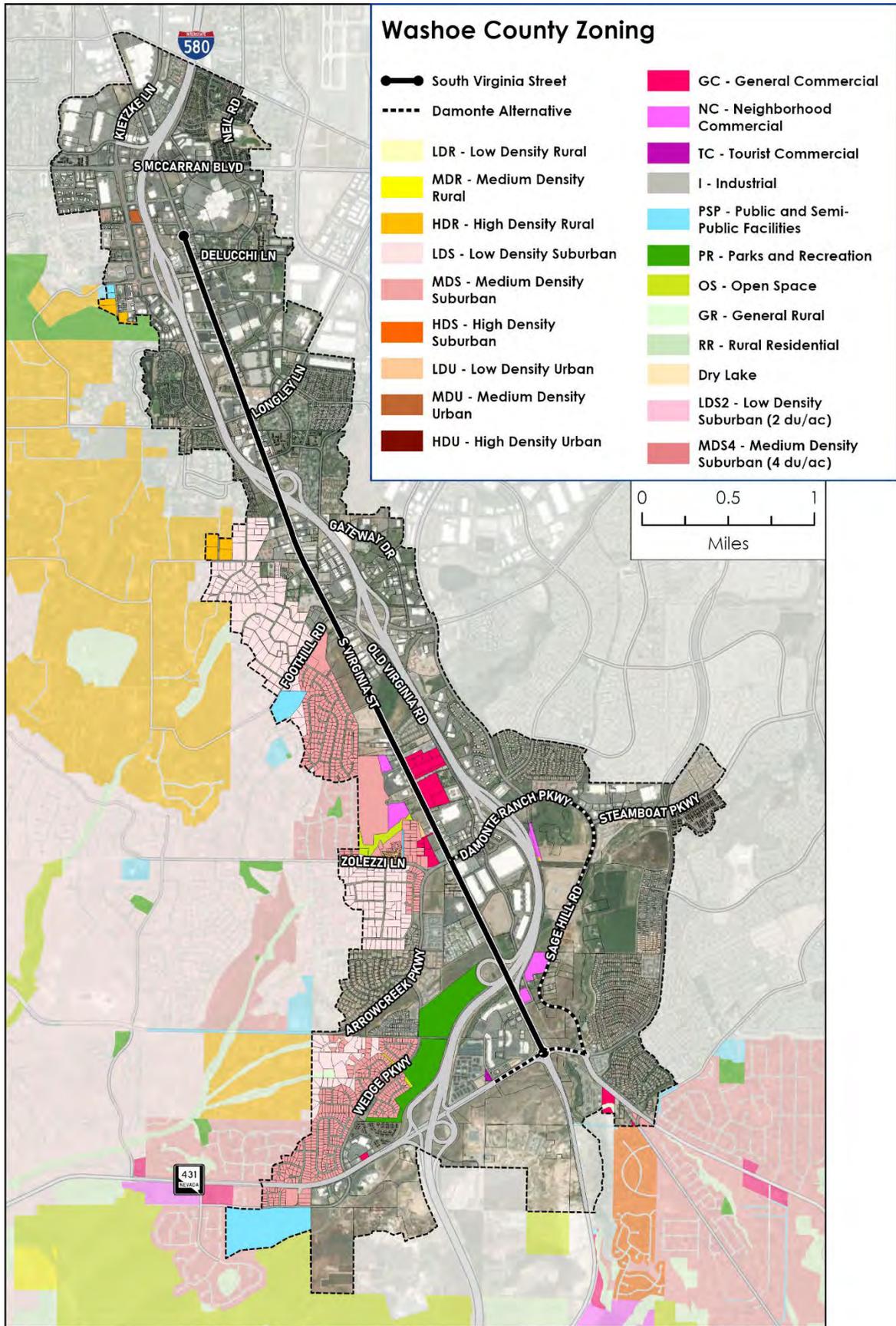
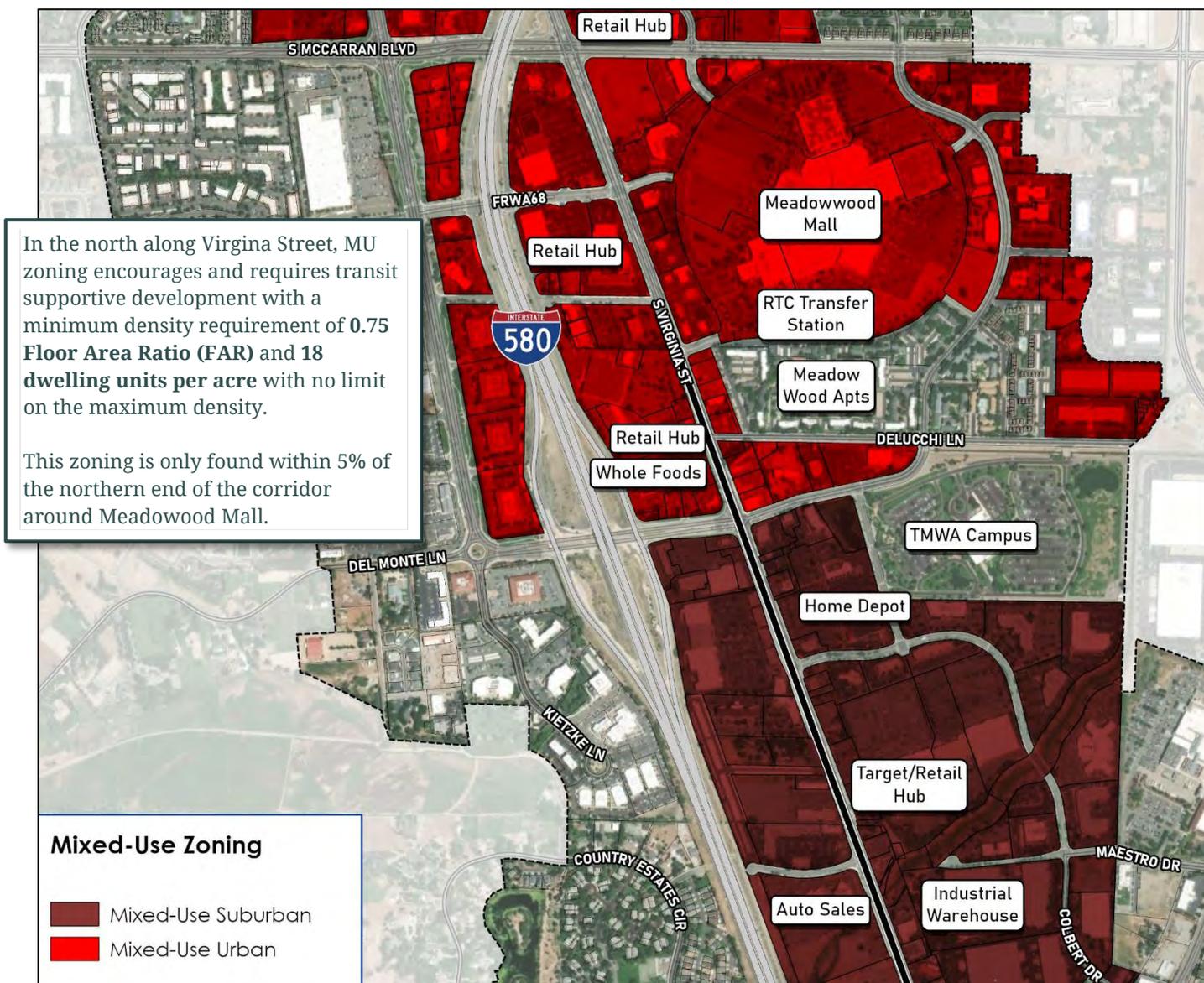


Figure 2.8 Washoe County Zoning

The MS zoning does not mandate minimum or maximum residential density or floor area ratio (FAR) and has very permissive, sometimes non-existent, setback requirements. There is no stated building height limit, though buildings over 55 feet require site review. These standards are conducive to transit-oriented development, which typically seeks to maximize allowable density. However, the absence of minimum density and FAR requirements poses a challenge when encouraging transit supportive development. This flexibility can lead to developments that are less supportive of transit, undermining the goals of transit-supportive land use policies.

In addition to the MS zoning, the southern end of the Study Area, including Damonte Ranch and its surroundings, falls under Planned Unit Development (PUD) zoning. This zoning specifies land uses and standards for various parts of the master-planned community. Similar to MS zoning, PUD zoning offers significant flexibility for use standards, allowing for a broad range of uses that may or may not support transit. Unlike South Virginia Street, Damonte Ranch is the only node within the study area that has seen higher density development concentrated around commercial areas, including the recently announced plans for the Downtown Damonte mixed-use development.

In summary, the ReImagine Reno Master Plan provides a framework for the study area to evolve into a more urbanized area, focusing on node densification and supporting future transit and multimodal connectivity. However, there is a disconnect between the vision of the master plan and the current development within the study area, largely due to the RTC broad range of allowable uses under the existing zoning regulations.



Supporting Transit Along Virginia Street

One of the key challenges in achieving a long-term vision of TOD along South Virginia Street is bridging the gap between land-use policy and actual development. Aside from the planned Downtown Damonte area, there is little momentum for developing compact, walkable, mixed-use environments along South Virginia Street. To increase mixed-use development, an understanding of not only the policies but also external influences such as the private market, private landowners and developers, and the willingness of political jurisdictions to encourage changes in development patterns, is necessary. These factors and influences are shown in **Figure 2.9** below and have been and will continue to be the main drivers of development along South Virginia Street.



Figure 2.9 TOD Influences

The Benefits of Transit-Oriented Development



Reduced Traffic Congestion: Enhanced public transit options like BRT which can significantly decrease the reliance on personal vehicles, leading to less congested roads and smoother traffic flow.



Health and Lifestyle Improvements: Reduced pollution levels and the promotion of more active modes of transportation, like walking and biking to transit stops, can contribute to healthier bodies and minds in the community.



Environmental Advantages: Public transit systems are instrumental in reducing greenhouse gas emissions and local air pollution, contributing to a cleaner, healthier urban environment.



Local Economic Growth: Effective transit not only boosts property values and business attractiveness but also stimulates broader economic development by better connecting industry to the workforce it relies on.



Increased Social Equity: A well implemented transit system democratizes mobility, offering more equitable access to employment, education, and services across all socio economic groups, especially when connected with affordable housing efforts.

Characteristics of Transit-Supportive Development

A transit system and the built environment it operates in are mutually dependent when it comes to realizing the above benefits. Even the highest quality vehicles, stations, and operating systems may not attract a sizable number of riders away from auto-reliance unless the surrounding land uses and public infrastructure are thoughtfully designed to support, and benefit from, that transit.

This means thinking about how we design our neighborhoods – from the placement of buildings to the mix of shops, homes, and places of work. Ensuring that station areas have sufficient headcounts to generate rides is only one part of an equation that also involves factors like non-auto connectivity, physical orientation of uses, safety, and aesthetic desirability; it's about creating vibrant, attractive areas that naturally and safely encourage transit use. Here we will explore the key elements that make up a transit-supportive neighborhood and why getting these details right is crucial for the success of future transit service and to help achieve broader regional goals and policies.

Compact and Focused Development:

General Compactness. Compact development, as opposed to very low-density development, supports transit systems by efficiently utilizing land. This approach creates walkable, interconnected neighborhoods that facilitate public transit use. People and destinations are the life's blood of transit ridership, and compact design means more individuals and potential destinations per acre of land.

Focused Intensity Near Stations: An outcome to the criteria of compactness is that station areas should emerge as pulse points of activity and development density. Because BRT systems do not make stops between established station areas, adjacent properties that are not within walking distance of a station typically do not contribute much to ridership, either in terms of resident riders or destinations for BRT passengers.

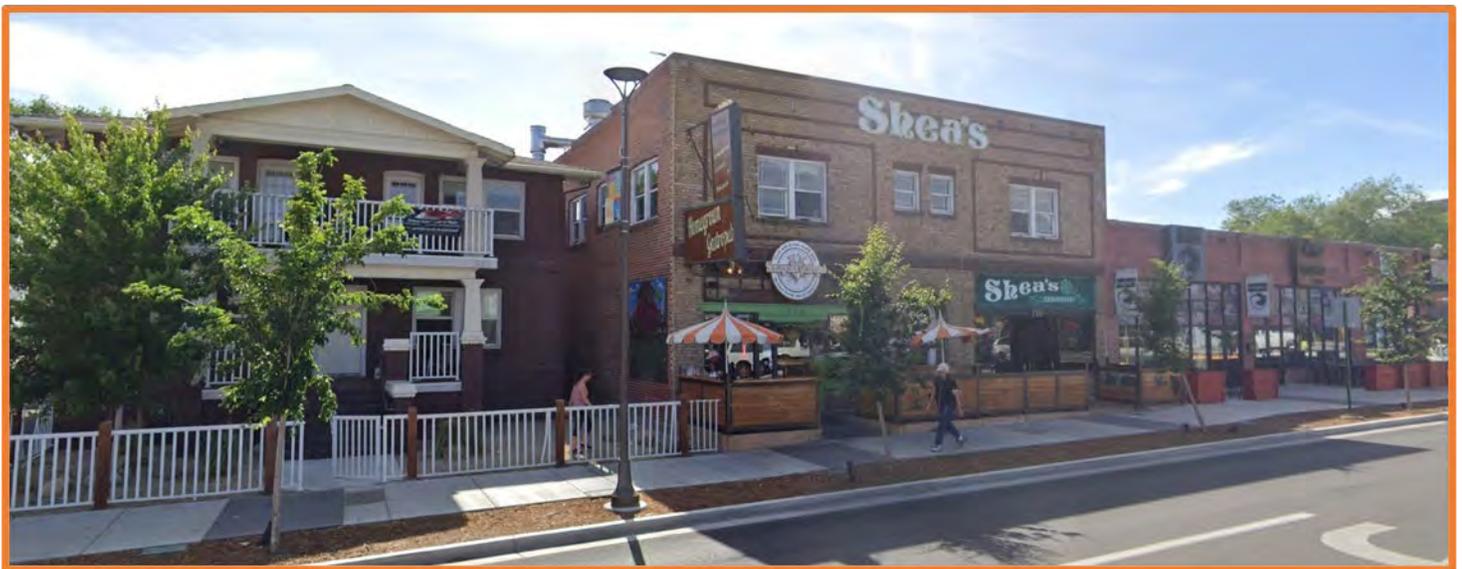


RED Development Located at Virginia Street and Plumb Lane

Development density is therefore less critical for non-station stretches of the study area (meaning that low-density auto-oriented uses interested in locating in the study area should be steered to non-station areas to the extent possible). Pleasing, human-friendly architecture, landscaping, and site design near stations is critical for making the required density palatable, and even attractive to residents and neighbors.

Mix of Uses:

A mix of residential, commercial, and recreational spaces within walking distance of transit stations can enhance livability and encourage transit use. Not every station needs to include a full mix of residential and commercial uses, but primary stations that serve as end of the line points or multi-modal transportation hubs certainly should.



Example of Mixed Uses Along Virginia Street (Midtown Reno)

The mix of uses can be horizontal (side-by-side) or vertical (e.g. apartments above ground-floor commercial), as dictated by the market and developer preferences, so long as stations can potentially serve a variety of potential riders and destinations. In addition to smoothing out the distribution of passenger demand across stations and day-parts, mixed-use environments can enable shared parking opportunities and increase the vibrancy and activity levels around stations (which can also have safety benefits).

Pedestrian and Bicycle-Friendly Design:

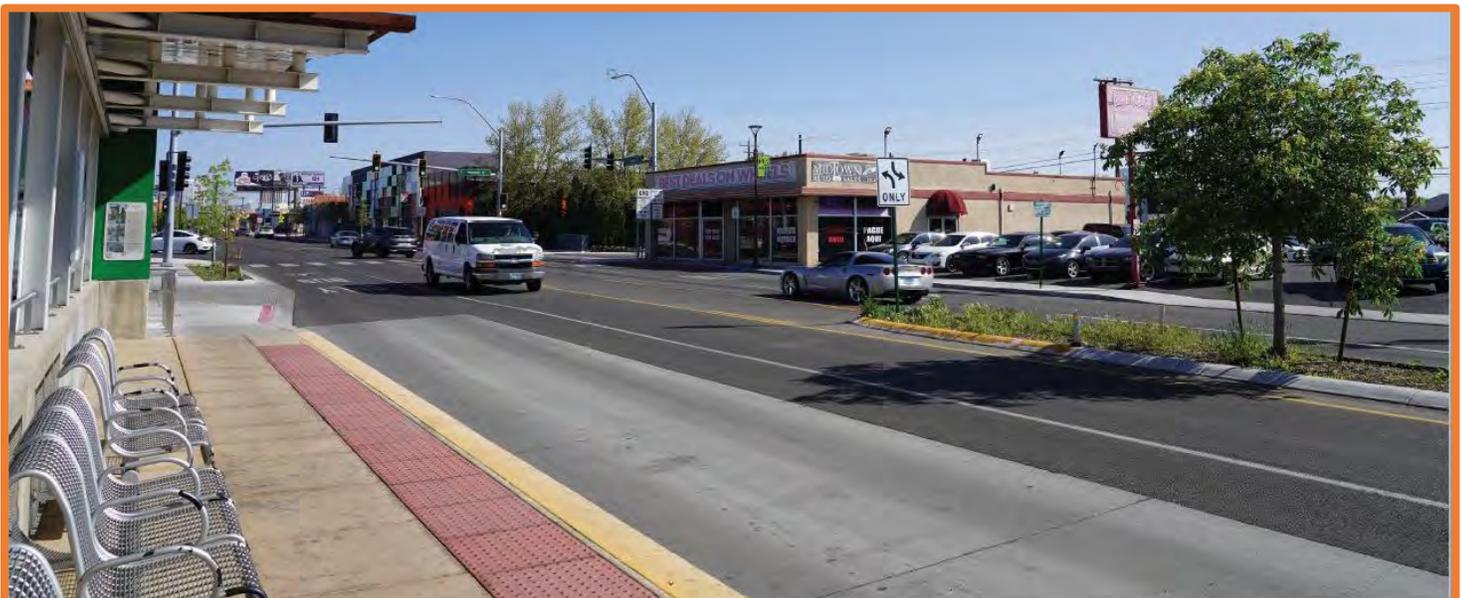
Safe, convenient pedestrian and cycling infrastructure is vital to encourage transit use and support a healthy community. This criterion is most important directly adjacent to station areas, physically connecting passengers with the station platforms to and from buildings, trails, or parking areas. Design details for those last hundred feet of connections may only appear closer to the actual opening of the system, but the wider network of bicycle/pedestrian trails, crosswalks, walkways, lighting, and other elements, both along the route and into the city at large, should be planned for and in place well in advance.



Separated Pedestrian/Bike Path Example Along Carson Street

Connectivity and Accessibility:

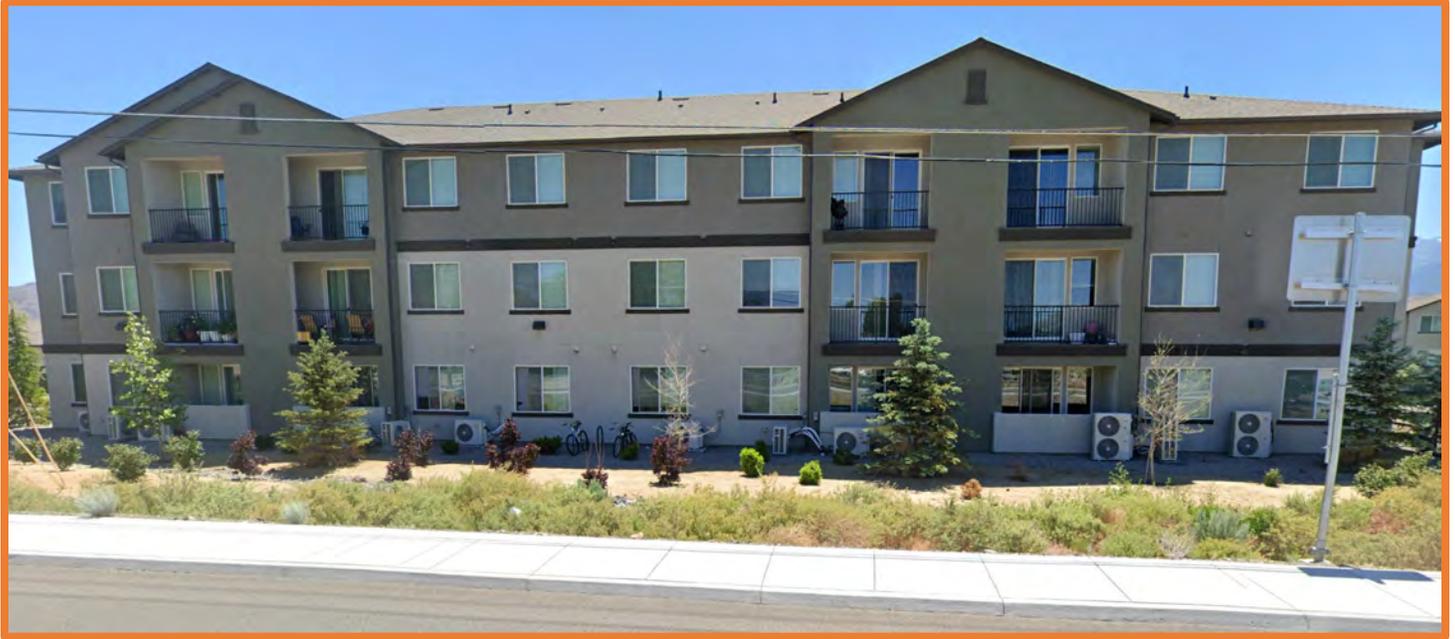
Easy and direct access to transit stations from a variety of other transportation modes is key for a successful TOD. This criterion overlaps with the last in its emphasis on trail networks and other forms of bike/ped connectivity, but crucially also extends to local non-BRT bus route connections. Shuttle services to hotels and workplaces located outside the study area should also be cultivated and accommodated to and from major stations. Increasingly, station areas will also need to plan for ride-share and other taxi-like travel modes with convenient, non-disruptive pick-up/drop-off zones (a category of accommodation that will likely grow to include driverless cars).



BRT Transit Stop Located along Virginia Street (Virginia Line)

Affordable Housing:

Incorporating affordable housing near transit stations is critical to attract and support transit-dependent populations, such as lower to middle-income riders. In the Reno-Sparks metro, awareness and appreciation of transit is currently limited to lower and middle-income populations that already rely heavily on transit to get around. While increased awareness and acceptance of transit may grow through education and promotion efforts, operational feasibility of a South Virginia transit line will depend on the ability of significant numbers of transit-users to find housing they can afford near future station areas. Most cities with effective transit service consider transit access and housing affordability to be integral components that work together as part of a comprehensive approach to building social equity.



Steamboat Apartments Located Along Geiger Grade (SR 341)

Supporting Criteria in the Study Area

The existing study area was analyzed for transit supportive development and scored using the criteria listed above to help identify areas that are currently being served and to identify areas that can be improved.

Table 2.1: South Virginia Context Relative to Criteria for Transit-Supportive Development

<i>How transit-supportive? (1=not at all, 2=slightly, 3=moderately, 4=strongly, 5=very strongly)</i>			
Criteria	Current Context	Trajectory	Notes
Compact & Focused Development	<p>1 to 2 – overall</p> <p>3 - some multifamily and industrial areas (depending on station location)</p>	<p>4 - Downtown Damonte, as proposed.</p> <p>1 to 3 overall, moderately supportive in multifamily and industrial/employment areas</p>	Some recent multifamily developments have increased the overall corridor density, but none are particularly compact, from a typical TOD perspective. There is considerable job density overall in the industrial areas east of Sierra Center Parkway, though development is not particularly compact. In general, patterns of density are more randomly distributed than focused at likely station areas
Mix of Use	<p>1 to 2 at likely station areas overall.</p> <p>3 at Meadowood Mall terminus area and a few other potential station areas (Longley/Huffaker, Holcomb Ranch, McCabe)</p> <p>(4 at South Meadows Pkwy and Double R, but far from likely station areas)</p>	<p>4 at Downtown Damonte, as proposed</p> <p>1 to 2 over much of the remaining study area</p>	Though the study area includes an impressive mix of uses overall, there are few developments near possible station areas featuring a real mix of close-by uses. Different uses near potential stations like McCabe and Holcomb Ranch tend to be separated by arterial or collector roads and typically at lower, suburban densities.
Pedestrian & Bicycle-Friendliness	<p>1 to 2 overall</p>	<p>3 to 4 at Downtown Damonte</p>	Nearly the full extent of South Virginia Street is flanked by sidewalks in the north with little sidewalks found south of Patriot Boulevard, but except in a few areas around new developments. Where sidewalks exist these are directly adjacent to the busy arterial traffic and interrupted frequently by curb cuts. Crosswalk protection and lighting are inconsistent. Some bike trails can be found intersecting S. Virginia, but not along it. Plans for Downtown Damonte reference being ped/bike friendly, but few details are available.
Connectivity	<p>1 to 2 overall</p> <p>2 to 3 at Meadowood Mall</p>	<p>3 to 4 at Downtown Damonte</p>	Unlike older parts of Reno surrounding the existing Virginia St. BRT, South Virginia lacks an urban grid of surrounding local streets, instead relying on a loose network of parkways, partially connected streets, and private roads built to satisfy one or two developments at a time with little regard for overall connectivity. Meadowood Mall serves an intermodal function for 2-3 local bus lines, providing access to the North Virginia BRT.
Housing Affordability	<p>1 to 2 overall</p>	<p>1 to 2 within much of the study area</p>	Several Affordable housing projects exist but almost all have no access to transit. Establishing reliable transit service along S. Virginia Street will help to incentivize more affordable housing projects.

Existing Housing and Employment Densities

Over the past three decades, the study areas population has boomed from 1,500 to 43,000 (based on US Census tracts located within the Study Area). With nearly 700 acres of vacant land still available and more potential for redevelopment in older areas, the study area has the potential to absorb much of the regional growth that is anticipated in the Truckee Meadows. How to serve this growth with transit is hard to determine since the current zoning standards allow for a broad range of possibilities. High density housing and high employment center developments are some of the most important when it comes to supporting transit.

These developments often:

- Support a mix of uses
- Allow for people to work and live within a short distance
- Decrease reliability on personal vehicles by incorporating multimodal design
- Have access to a surrounding network of trails/sidewalks, bicycle lanes, and transit services
- Provide quality service to transit users



Multi-family Apartments



Tamarack Casino (High Employment Center)

Transit Encouraging Developments

Developments that encourage transit ridership are those that utilize design elements that support transit and discourage personal vehicle use. These developments typically encourage more choice riders. These developments typically:

- Allow for people to work and live within a short distance
- Incorporate some multimodal design
- Have access to a surrounding network of trails/sidewalks, bicycle lanes, and transit services
- Encourage those who own a personal vehicle to use transit out of convenience rather than necessity



Transit-Friendly Development along South Virginia Street

Examples include townhome and condo developments and pedestrian-friendly destination retail centers. Traditional shopping malls favor parking and vehicles as the primary mode of travel making it difficult for pedestrians to access. Pedestrian-oriented features include placing the buildings outward towards the major arterials reducing the distance for transit and active transportation users to traverse improving overall comfort and reducing the sense of scale.



Townhome/Condo Developments



South Creek Retail Center

Less Transit-Supportive Developments

These developments typically do not have any elements incorporated in their design to support transit and are more auto oriented.

- Parking lots dominate the parcels or are large industrial warehouses with minimal employment
- Typically only support one type of transportation user
- Not supported by access to a network of trails/sidewalks, bicycle lanes, or transit services



Non-Transit-Friendly Development along South Virginia Street

Examples include car/recreational vehicle sales, single-family homes, industrial warehouses, and big box commercial centers. In less transit supportive developments parking lots are the prominent feature on the parcel and are barriers to pedestrian and transit-users for their first/last mile of travel.



Car Sales



Industrial Park

Public Outreach Summary



On June 5, 2023 two public workshops were held in person within the study area to introduce the SVTOD Study to the public. The focus of the meeting was to allow citizens to submit comments in person regarding the existing conditions, educate the public on the benefits of TOD's and solicit feedback. An online survey and story map was also advertised for anyone who couldn't attend.

The two meetings took place at two locations along the corridor, the Meadowood Mall and the Tamarack Casino. Representatives from Wood Rodgers and RTC were there to walk attendees through the materials and encouraged them to comment. In addition to the workshop a survey was hosted online for the month of June for anyone who couldn't attend. A summary of some of the most repeated themes include:

- ✓ Strong support to see transit extended south of McCarren Blvd. but no consensus on level of service.
- ✓ Strong support for increase in frequency of arrival times and expanded hours for route 56.
- ✓ Strong support for a cycle track, separated multi-use path, or buffered pedestrian/bicycle path.
- ✓ Strong support for multi-modal improvements, sidewalk, and landscape.
- ✓ Strong support for landscaped median for safety and control of turn movements.
- ✓ Some support for speed reduction.
- ✓ Some support for lane reduction.
- ✓ Some support for bus only lane or prioritizing bus service at traffic lights.



Public Workshop at Meadowood Mall

Overall, the reception from the public was supportive. A majority of the comments about development within the study area were mixed with some in support of dense mixed-use development.

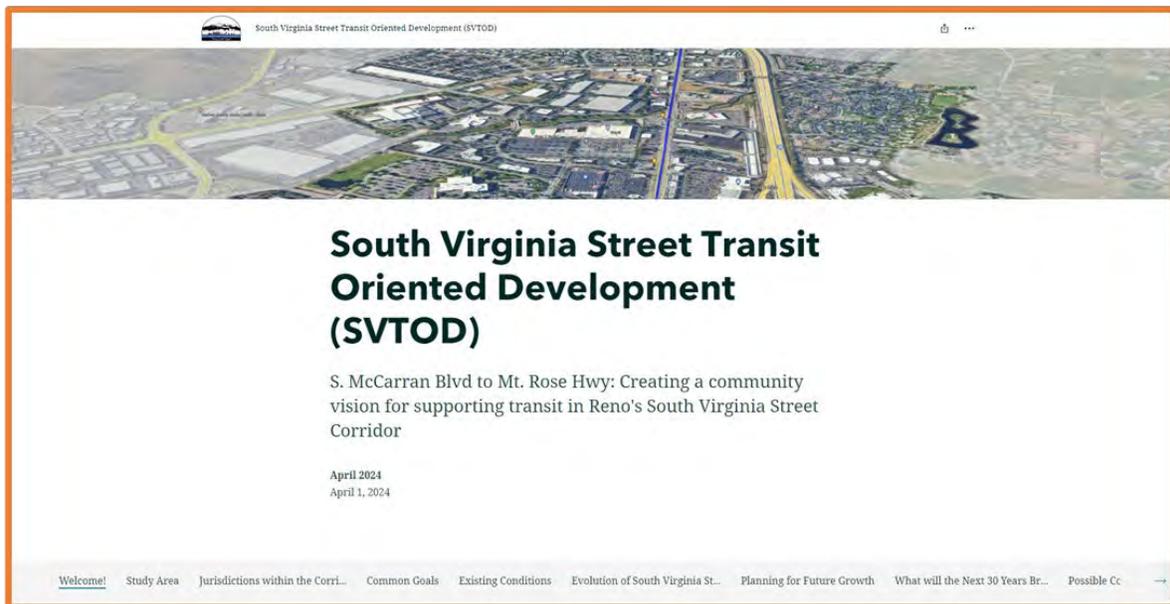
A second round of public outreach occurred during the April 16, 2024 Ward 2 Neighborhood Advisory Board meeting (NAB) along with a virtual story map and public feedback component. The materials presented at the NAB meeting included materials discussed in the *Land Use Technical Memo* and *Transit Technical Analysis Memo* which were in draft form. This included the types of developments that typically support transit, elements presented in the ReImagine Reno Master Plan, existing zoning, and discussions on the proposed *Transit Focus Areas*. Information and graphics including the proposed cross sections included in the NDOT South Virginia Street SMP and how they supported the efforts of the SVTOD were also presented. The NAB members then provided comments, a summary of their comments include:

- ✓ Support of increased transit service along South Virginia Street
- ✓ Support of increased nodes of density at Transit Focus Areas along South Virginia Street
- ✓ Support of incorporating elements of the ReImagine Reno Master Plan
- ✓ Concerns of the level of future transit service and supporting infrastructure (bus shelter types, bus travel lanes, etc.)
- ✓ Concerns with the frequency of service not being frequent enough to encourage choice riders

Story Maps

Two story map websites were created to present materials virtually. The first was released in June 2023 in tandem with the public workshops, which focused on introducing the SVTOD plan and provide background on the study area and the feasibility of extending the Virginia Line Bus Rapid Transit (BRT) service along the South Virginia Street. The second was released in April 2024 which provided an update to the plan and included elements discussed in the *Land Use Technical Memo* and *Transit Technical Analysis Memo* which were presented during the Ward 2 NAB. An opportunity to provide feedback was provided on the second story map, the responses generally concluded:

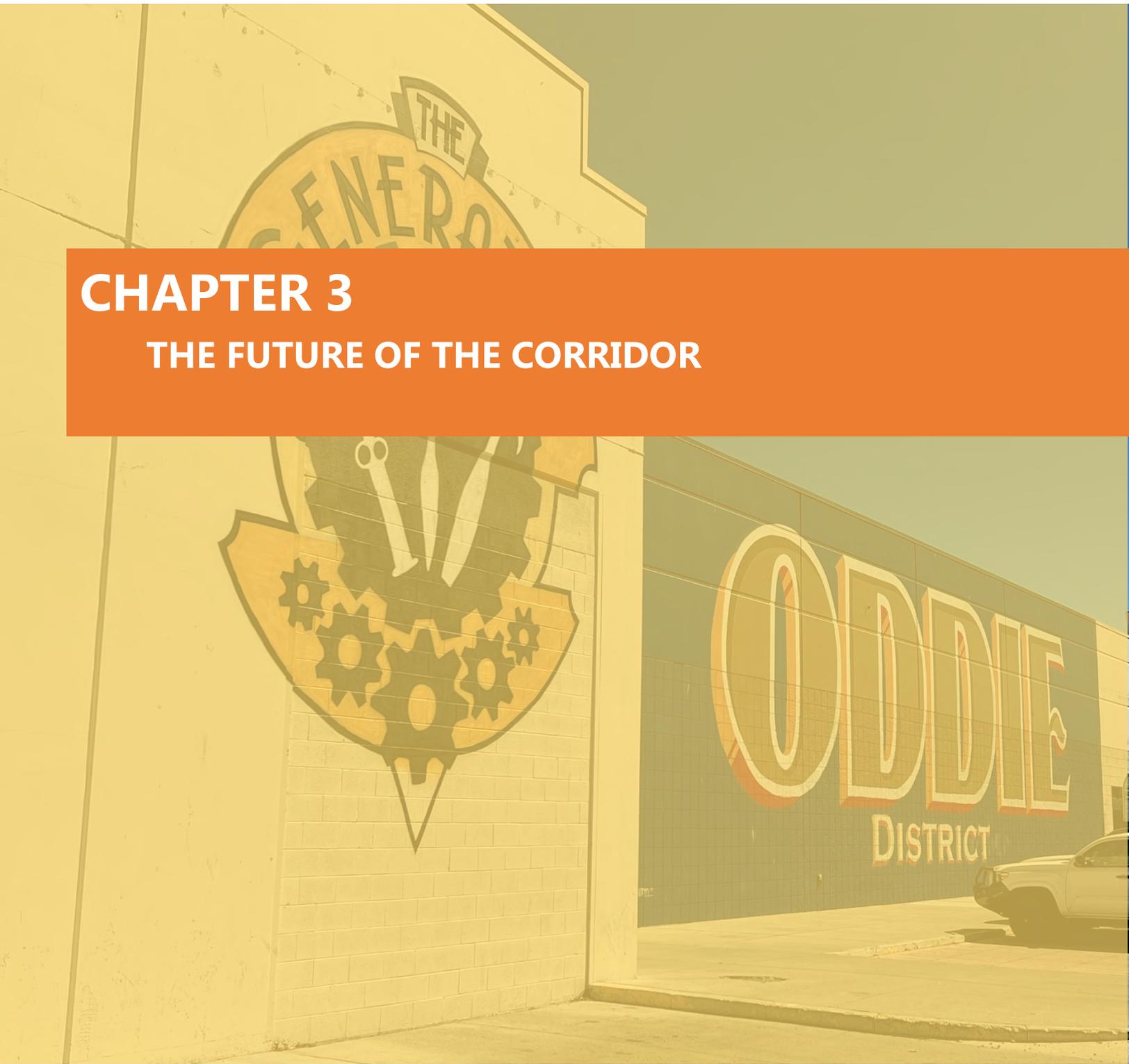
- ✓ Meadowood Mall is the most beneficial Transit Focus Area
- ✓ Development Scenario 3 was the most supported growth scenario
- ✓ Support for dense transit supportive development along South Virginia Street



Story Map Website

CHAPTER 3

THE FUTURE OF THE CORRIDOR



TOD Opportunities

A total of 676 acres of vacant land has been identified within the study area, which includes both areas that are planned and not yet planned for development. The mixed use zoning designations do not have a maximum density and the two PUDs with the most vacant land (Damonte Ranch and Pioneer Parkway) have a maximum residential density of 105 du/ac. The comparison between acres of vacant land for the most popular zoning districts is shown below in **Figure 3.1**. The potential growth within these areas will be difficult to predict. However, utilizing proposed development data from the City of Reno, as well as using data associated with future development projections conducted by the Truckee Meadows Regional Planning Agency (TMRPA) in the 2019 Regional Plan, there is the potential to anticipate an additional increase of over 4,000 residential units, and over 400 acres of nonresidential development that will be added to the study area. To help understand the potential growth of the study area it will be important to work closely with landowners, the City of Reno, Washoe County, and TMRPA.

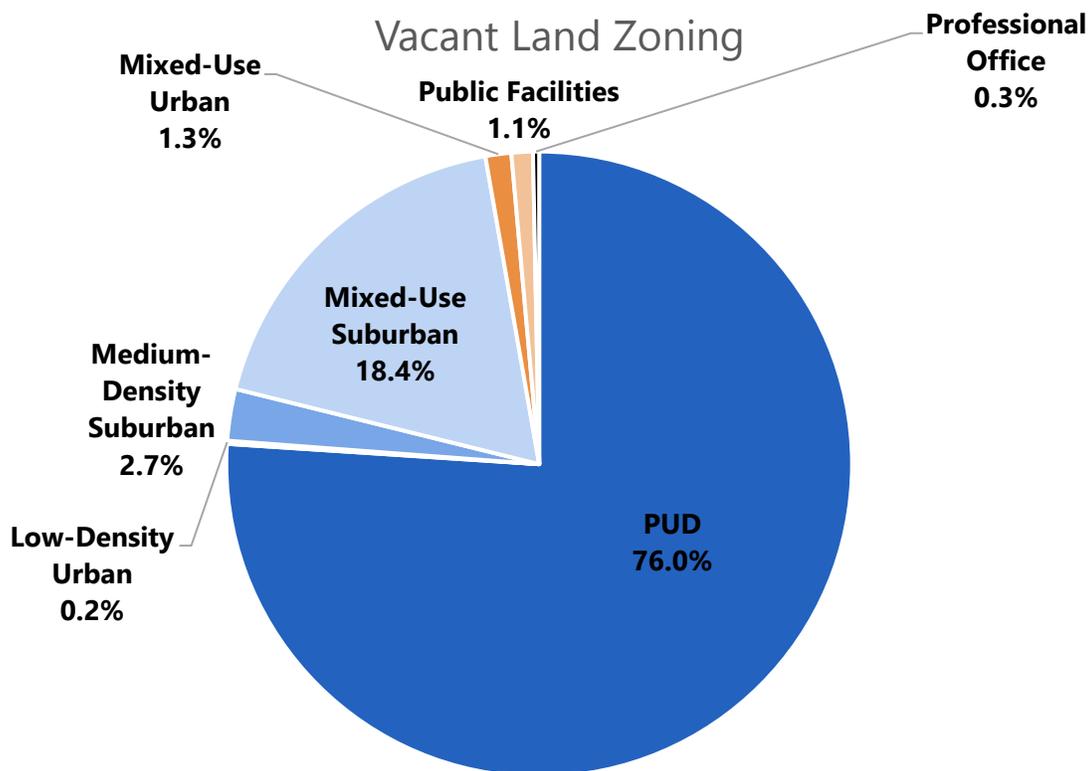


Figure 3.1 Vacant Land Zoning

Proposed Developments

The study area, while predominantly suburban, includes a mix of vacant parcels and potential redevelopment sites as identified in **Figure 3.2**. Until recently, almost all developments along the inner portions of the study area were commercial – ranging across retail, auto dealerships, low-rise office, lodging/casino, and light industrial. More recently over the past five years Reno, like much of the Western U.S. experienced a boom in multifamily residential development. Examples of which can now be found along the central portions of the study area amid commercial uses. In fact, many of the remaining empty land assemblies and identified redevelopment possibilities include medium to high density residential as part of the proposed use plans. Planned developments are primarily concentrated around Damonte Ranch. While some planning and design has been discussed much of the acreage has yet to see actual building permits filed and could change depending on market conditions.

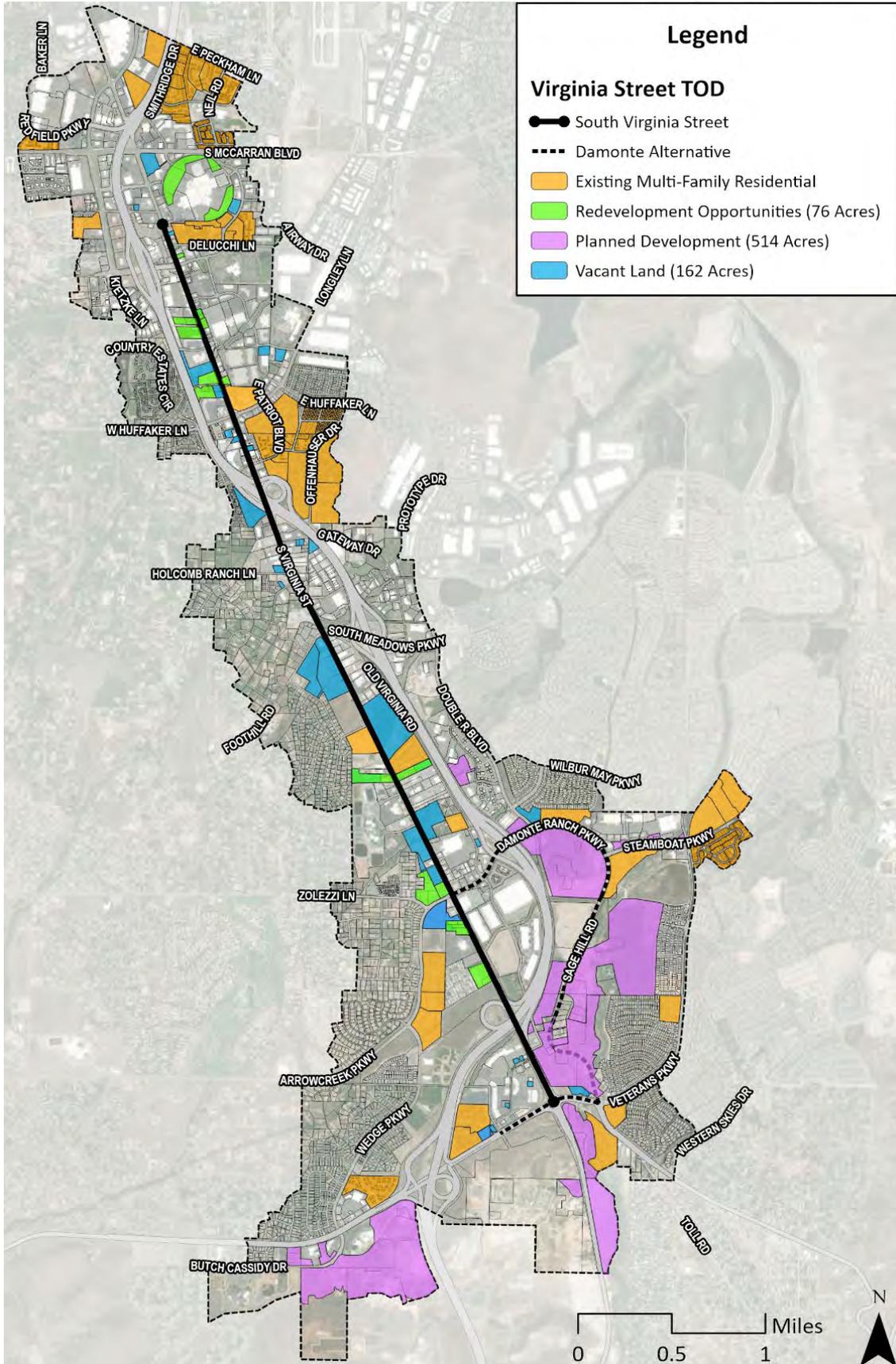


Figure 3.2 TOD Opportunities

Transit Focus Areas

In support of the ReImagine Reno Master Plan which encourages increased density along the Community/Neighborhood Centers, as identified in Chapter 2 (Meadowood Mall, South Meadows Parkway, Downtown Damonte, and Summit Mall), the plan also encourages this development to occur at major intersections within the study area, (Longley Lane and Damonte Ranch Parkway). The SVTOD Study expands on these areas identified in the ReImagine Reno Master plan and includes the addition of two more (McCabe Drive and Pioneer Parkway) based on a number of other factors including availability of vacant land, existing employment, existing multi-family developments, projected population growth, and projected employment growth within the study area. **Figure 3.3** displays the transit focus area locations within the study area.

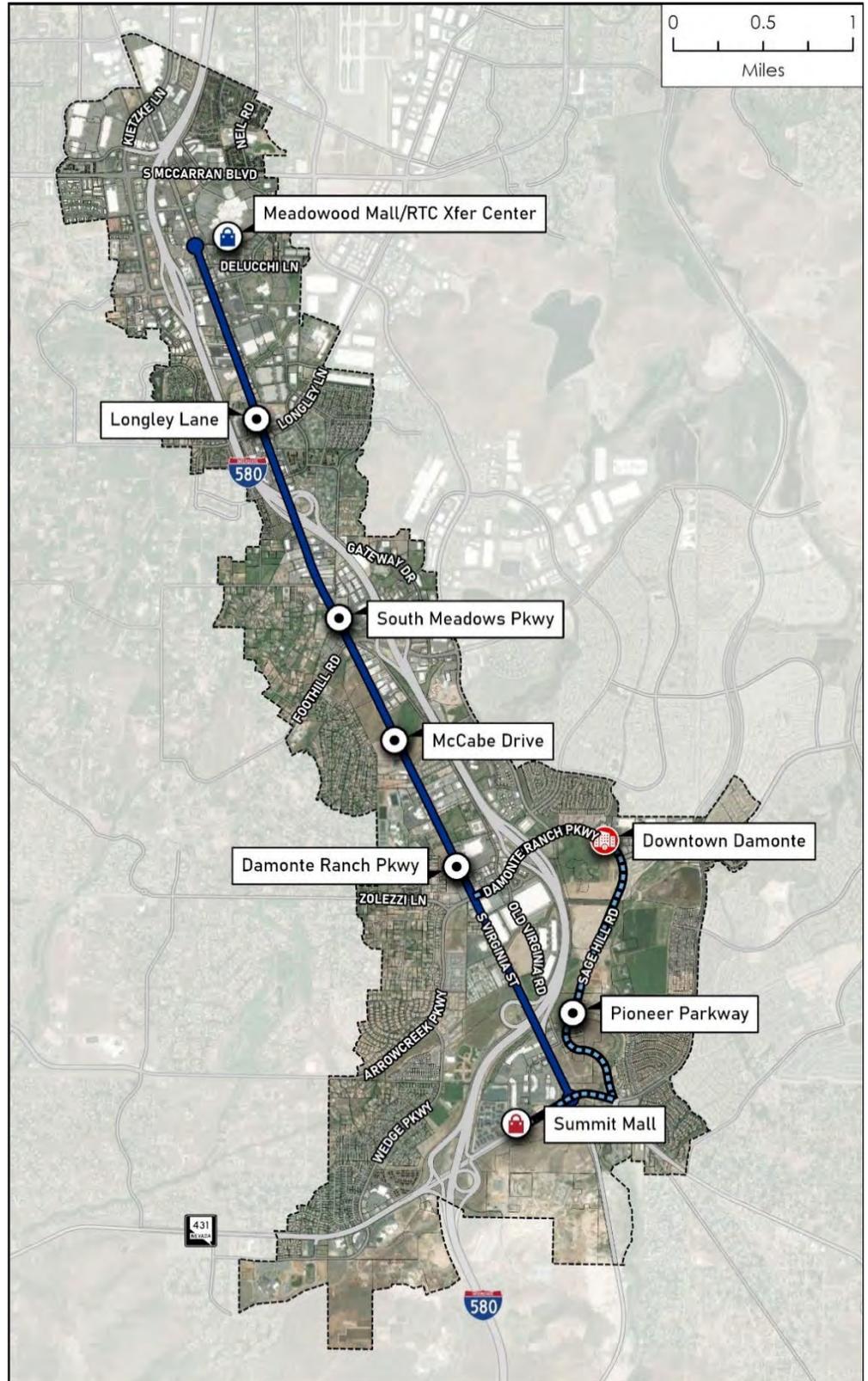


Figure 3.3 Transit Focus Areas

Application of Land Use Tools

The Transit Focus Areas in **Figure 3.3** are intended to be where the main application of the land use tools is encouraged to help stimulate and encourage transit supportive development. However, these tools may be applied within any portion of the study area to play a part in encouraging transit-supportive elements in a suburban environment.

Land Use Tools to Increase Transit Supportive Development in the Study Area

Recapping the Policy Challenges of Reno's Existing Zoning

The current Reno Master Plan (2021) encourages alternate forms of transportation as a strategy for incorporating transit-oriented/transit-supportive development, indicating the City will:

Prioritize transit-oriented development in regional and employment centers, along urban corridors and other locations that are currently served by or are planned to be served by high-frequency transit service (i.e., peak hour headways of 15 minutes or less) and/or fixed-route transit (i.e., bus rapid transit). Continue to encourage transit-supportive development in more remote employment centers, suburban corridors, and other locations that are currently served by high-frequency transit during peak hours.

Addressing the challenge of extending transit service into suburban south Reno, requires a multi-faceted approach. Since zoning regulations already permit a high degree of density and flexibility but the current development pattern isn't aligning with transit-oriented goals, the *Land Use Technical Memo* provides a land use toolkit that highlights some strategies that the city might consider. By employing a combination of these strategies within the transit focus areas, future developments will be more aligned with promoting a transit-supportive environment even in areas that currently exhibit suburban auto-centric, suburban characteristics.



Meadowood Mall RTC Transfer Station

Toolkit Recommendations

Tools for promoting transit-supportive development can be grouped into at least four main categories: Land Use, Economic (including Incentives and Financing), Public Outreach, and System Related as shown in the TOD Toolkit table found in **Appendix B** - Table 13 of the *Land Use Tech Memo*. There are many overlaps and dependencies across the various tools and they are intended to be used in combination, leveraging one another towards the goal steering transit-oriented and transit-supportive development. Below is a summary of the land use tools:

Category	Tools & Policy Recommendations
Land Use Planning, Design Involve elements of the City of Reno ReImagine Reno Master Plan, land use regulations, and approaches to urban design.	Station Area Plans
	Focused Rezoning or Overlay Zones at Transit Focus Areas
	Balancing Regulation with Incentives
Economic Tools Covers an overlapping set of real estate approaches, funding mechanisms, and selective favorable treatments that help to bridge economic feasibility gaps for desired projects.	Infrastructure Improvements
	Public-Private Partnerships & Joint Development
	Affordable and Workforce Housing
Outreach and Public Relations Involves community outreach and engagement, being a cheerleader for successful transit supportive development, and educating the public on the importance of transit supportive development.	Community Engagement and Education:
	Engage Developers to Leverage Existing Projects
	Community Support and Advocacy
System-Related Involves the logistics of system operations and the surrounding transportation infrastructure.	Early Express-Only Phase
	Transit Prioritization

Table 3.1: Land Use Tools Summary

Transit Focus Area Opportunities

The Transit Focus Areas identified in **Figure 3.3** have been analyzed to highlight the opportunities where the land use tools can be applied. Although this may not represent a full list of opportunities this incorporates a list of goals jurisdictions and developers can pursue to help support transit within the study area:

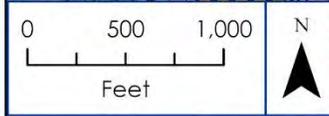
Meadowood Mall

The Meadowood Mall transit focus area (**Figure 3.4**) exhibits multiple qualities that indicate the potential for future transit-supportive and transit-oriented development. The RTC transfer station is located at the mall which is surrounded by the mixed-use urban zoning. The majority of the redevelopment opportunities as shown in the map are located adjacent to Meadowood Mall and along South Virginia St at the retail hubs including the mall which may be appropriate for redevelopment. Although it includes a concentration of jobs and are popular travel destinations for shoppers, suburban shopping malls like Meadowood Mall, at the northern end of the Study Area are not developed with transit service in mind. Although Meadowood is, in fact, the southern terminus of the existing Virginia Street BRT line, that station area is within a commercial development dominated by surface parking and auto-oriented interior transportation facilities.

In the near term, that property may continue to expand its bike and pedestrian amenities and other transit-supportive design accommodations, which should help improve its functional role as a potential multimodal hub. Over the longer planning horizon, Meadowood is a good candidate for more dramatic redevelopment, following in the path of many aging suburban enclosed malls across the country - shifting away from a purely retail destination function to a mix of land uses including residential, scaled-back and more neighborhood-serving retail, along with "other" uses and services that could include educational, medical, entertainment or even tech-oriented employment.

With a property roughly the same size as the planned Downtown Damonte (nearly 70 acres within the Meadowood Mall Circle), such a repurposing, if planned with transit service as an integral component, could make the Meadowood Mall property an excellent source for (and beneficiary of) future BRT ridership.

MEADOWOOD MALL



Meadowood Mall/RTC Xfer Center

- | | | | |
|--------------------------|---|--|--------------------------|
| City of Reno Limits | Future Opportunities | Multi-Family Residential (21 Units Per Acre) | Professional Office |
| Signalized Intersections | Vacant/Infill Development Opportunity | Multi-Family Residential (30 Units Per Acre) | Mixed-Use Airport |
| Existing Bus Stops | Redevelopment/Infill Opportunity | Large-Lot Residential (2.5 Acres) | Industrial Commercial |
| Study Corridors | Expand City Boundary/MS Zoning | Mixed-Use Urban | Public Facilities |
| South Virginia Street | TOD Level Development (Existing/Proposed) | Mixed-Use Suburban | Planned Unit Development |
| Damonte Alternative | | General Commercial | Specific Plan District |
| Opportunity Area | | | |
| Infill | | | |
| Vacant | | | |

Figure 3.4 Meadowood Mall Transit Focus Area

LONGLEY LANE

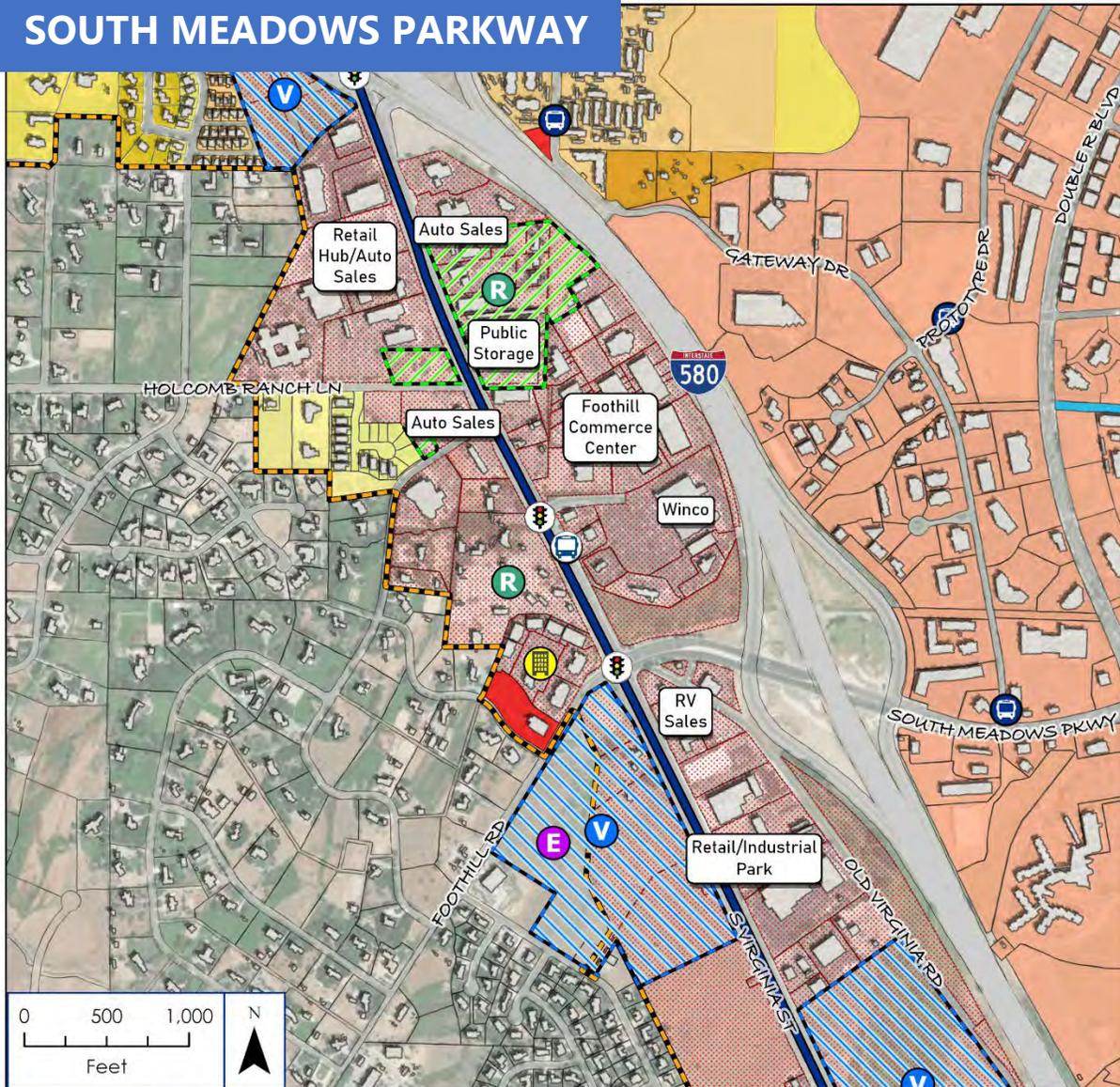


Longley Lane

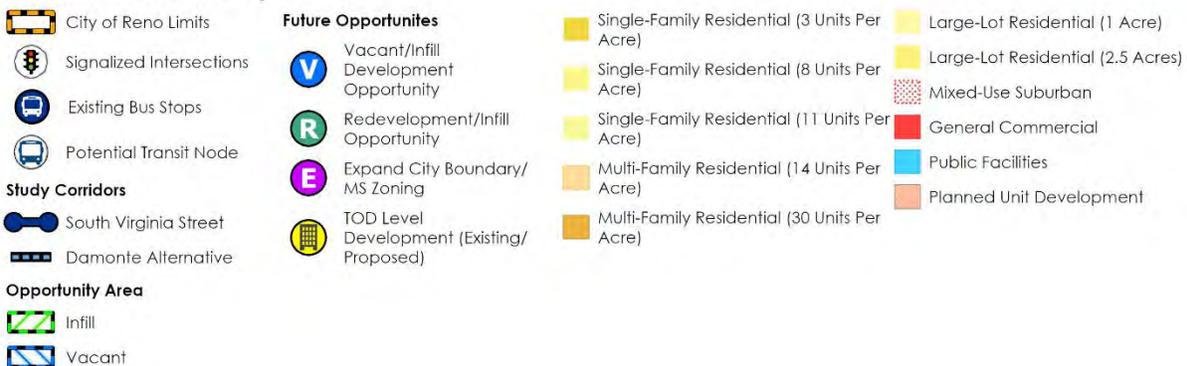
- | | | | |
|--------------------------|---|--|--------------------------|
| City of Reno Limits | Future Opportunities | Single-Family Residential (3 Units Per Acre) | Neighborhood Commercial |
| Signalized Intersections | Vacant/Infill Development Opportunity | Single-Family Residential (8 Units Per Acre) | General Commercial |
| Existing Bus Stops | Redevelopment/Infill Opportunity | Multi-Family Residential (14 Units Per Acre) | Professional Office |
| Potential Transit Node | Expand City Boundary/MS Zoning | Multi-Family Residential (30 Units Per Acre) | Industrial Commercial |
| Study Corridors | TOD Level Development (Existing/Proposed) | Large-Lot Residential (2.5 Acres) | Planned Unit Development |
| South Virginia Street | Mixed-Use Suburban | | Specific Plan District |
| Damonte Alternative | | | |
| Opportunity Area | | | |
| Infill | | | |
| Vacant | | | |

The Longley Lane transit focus area consists primarily of MS zoning along South Virginia Street and features a large concentration of multi-family residential (30 units per acre) housing developments. Additional multi-family housing is under construction within the study area and the rest is dominated by a mix of old and new retail. To the east is a mix of medium and low-density housing and farther up Longley Lane there is a large industrial zoning. Redevelopment opportunities for TOD exist on smaller lots close to Virginia St. and is mostly infill.

SOUTH MEADOWS PARKWAY

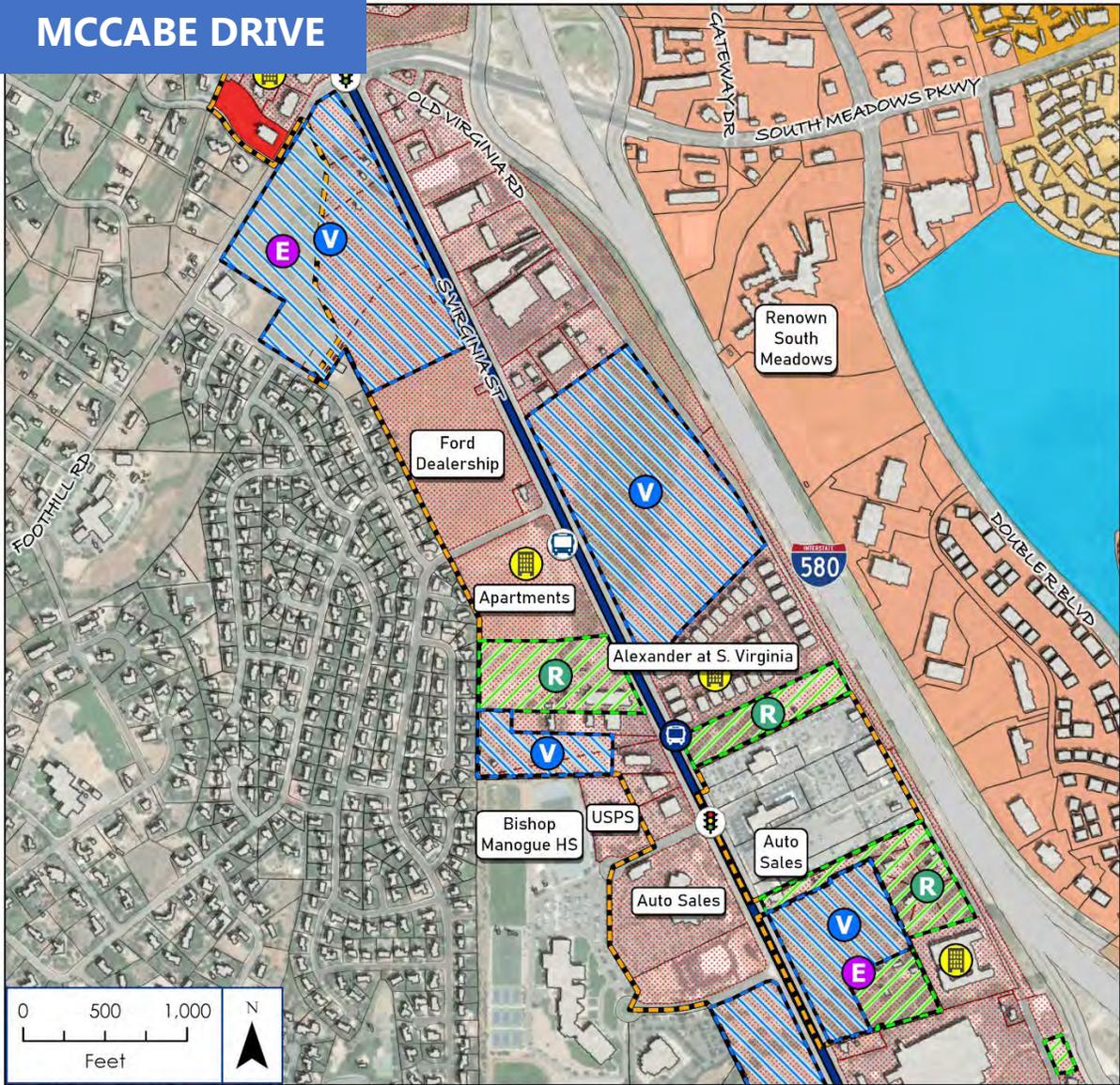


South Meadows Pkwy



The predominant zoning along South Virginia Street in this area is MS consisting of largely traditional commercial operators including car dealerships, RV sales, public storage, and big box stores. The South Creek Retail Center located at the intersection of South Meadows Pkwy and South Virginia St is newer mixed-use development with an enhanced focus on pedestrian access. Redevelopment opportunities are available across the street from the South Creek Retail Center and on vacant infill lots. The City limits may be expanded here to increase the redevelopment opportunities.

MCCABE DRIVE



McCabe Drive

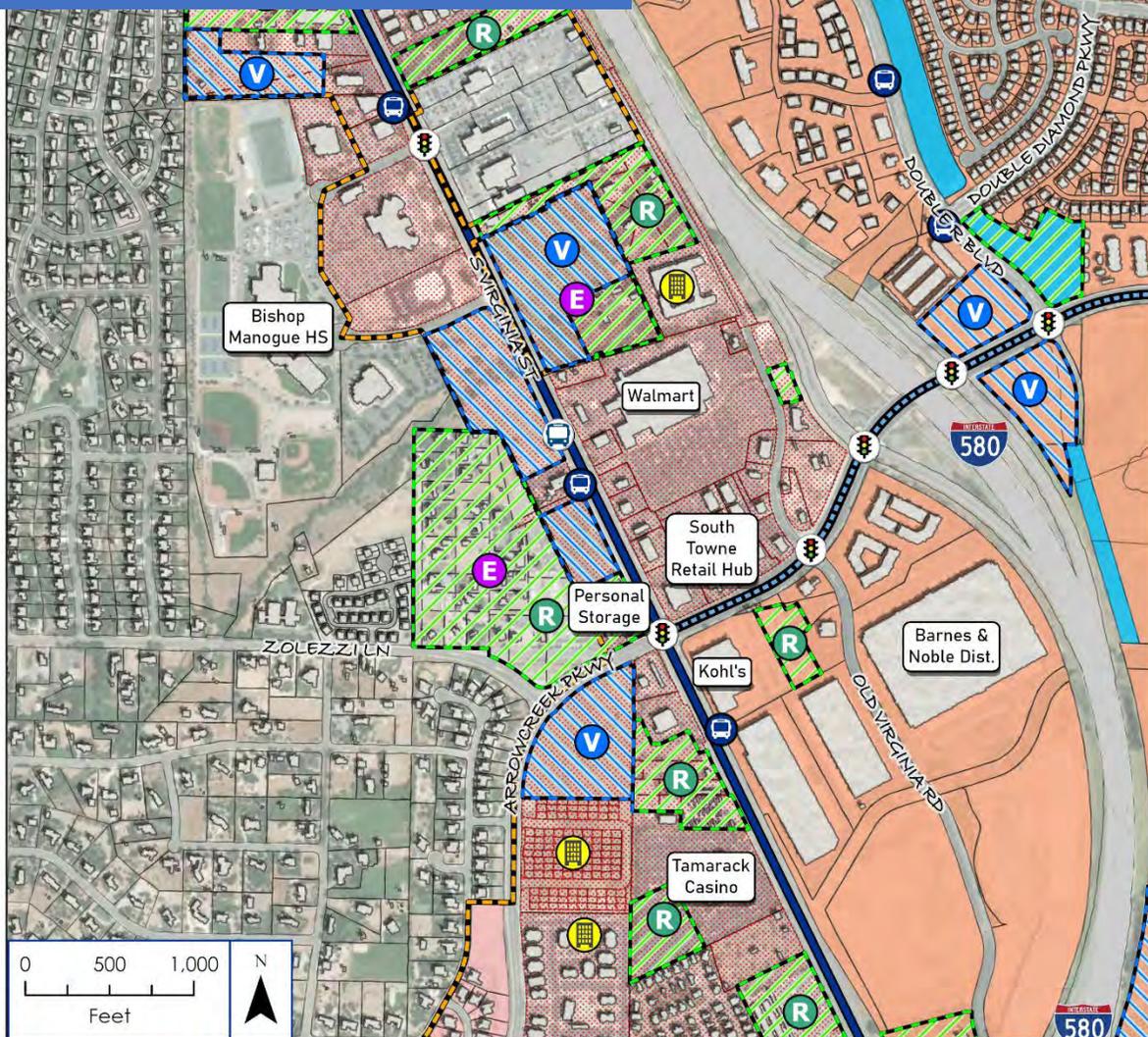
- City of Reno Limits
- Signalized Intersections
- Existing Bus Stops
- Potential Transit Node
- Study Corridors**
- South Virginia Street
- Damonte Alternative
- Opportunity Area**
- Infill
- Vacant

- Future Opportunities**
- Vacant/Infill Development Opportunity
- Redevelopment/Infill Opportunity
- Expand City Boundary/MS Zoning
- TOD Level Development (Existing/Proposed)

- Multi-Family Residential (14 Units Per Acre)
- Multi-Family Residential (21 Units Per Acre)
- Mixed-Use Suburban
- General Commercial
- Public Facilities
- Planned Unit Development

The zoning along South Virginia Street is largely MS but this area has the largest available vacant land along South Virginia Street. A large vacant lot recommended for TOD exists across from two high density multi-family residential developments, one of which is currently under construction. Other older developments exist in this area and Bishop Manogue Catholic High School, located in Washoe County is surrounded by less transit supportive car dealerships. Any future transit-supportive projects in this area could enhance the transit opportunities and serve the existing transit supportive residential.

DAMONTE RANCH PARKWAY



Damonte Ranch Pkwy

- | | | |
|--------------------------|---|--------------------------|
| City of Reno Limits | Future Opportunities | Mixed-Use Suburban |
| Signalized Intersections | Vacant/Infill Development Opportunity | Public Facilities |
| Existing Bus Stops | Redevelopment/Infill Opportunity | Planned Unit Development |
| Potential Transit Node | Expand City Boundary/MS Zoning | Specific Plan District |
| Study Corridors | TOD Level Development (Existing/Proposed) | |
| South Virginia Street | | |
| Damonte Alternative | | |
| Opportunity Area | | |
| Infill | | |
| Vacant | | |

The area is primarily MS and PUD zoning to the east supporting a big box retail development with a light industrial business park. These large parking lots may eventually be feasible for infill redevelopment, but these opportunities are limited based on the age of the existing retail. The TOD opportunities are largely infill lots to the west of South Virginia Street and include opportunities to expand the City Limits into Washoe County. The Tamarack Casino is largely reliant on transit for many of its employees and as the area develops additional opportunities for expansion and redevelopment around the casino exist. These future developments can take advantage of transit supportive development and serve the existing multifamily that exists along Arrowcreek Parkway.

Downtown Damonte

The Downtown Damonte transit focus area (**Figure 3.9**) falls almost entirely within the Damonte Ranch PUD zoning with small sections of public facilities zoning. There are currently no redevelopment opportunities that exist due to the PUD built-out. The most important single Study Area planned development, in terms of transit-supportive land use, is Downtown Damonte, the planned mixed-use focal point for the broader Damonte Ranch cluster of residential development in south Reno. The developer partnership of Nevada Pacific Development Corp. and The Di Loreto Companies describe the project in their site planning materials as “a walkable canvas of dining, housing, office, retail, medical, recreational, and commercial opportunities with a target occupancy date of late 2024 to early 2025.”

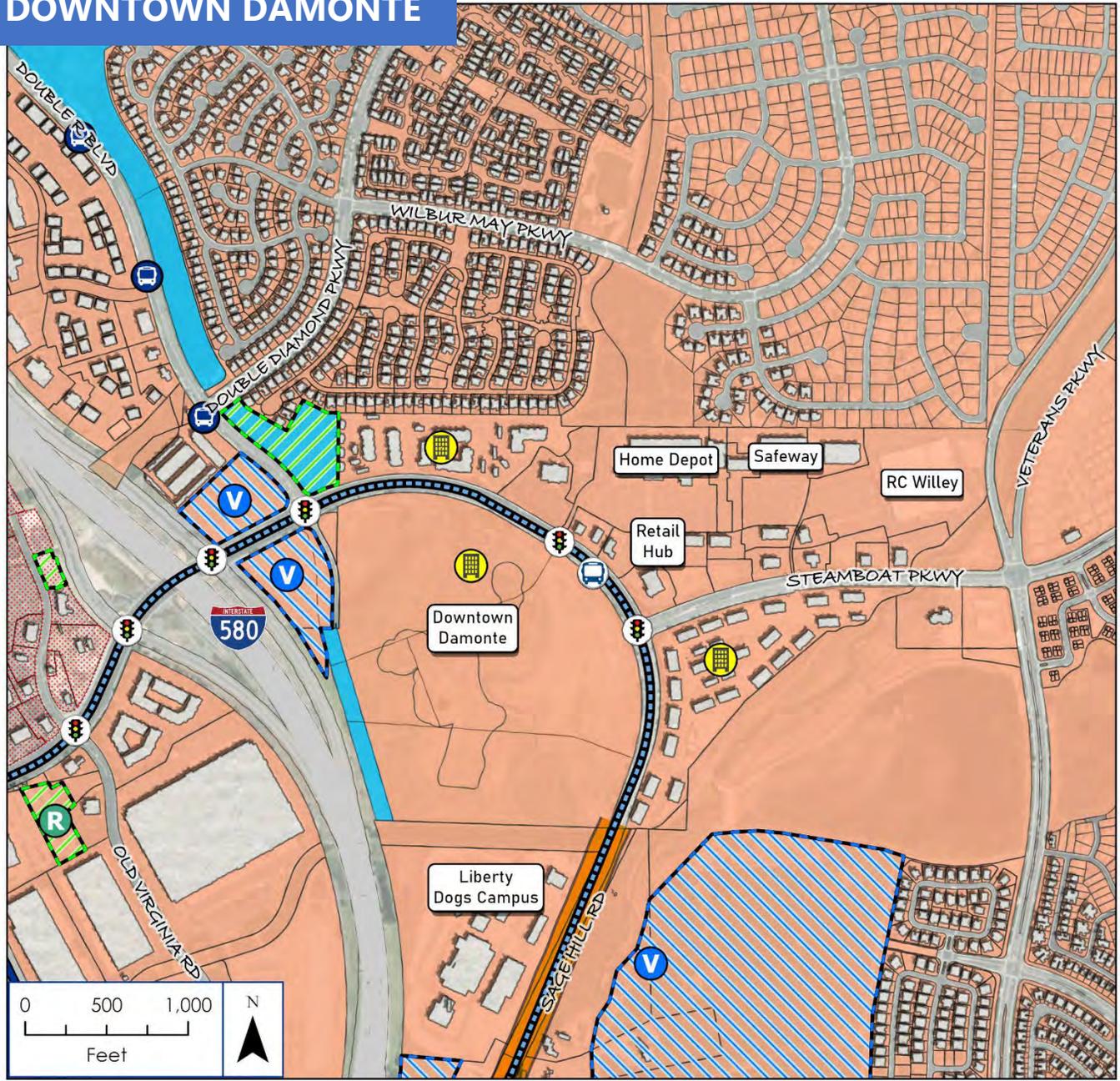
That 73-acre project, as proposed, would include up to 900 residential units – almost one quarter of the total residential unit development in the larger Damonte Ranch master-planned development. As such, the Downtown Damonte area alone could account for as many future added residents as are projected for the entire northern two-fifths of the Study Area, above Foothills Blvd./South Meadows Pkwy.

In short, Downtown Damonte, despite not being a prototypical pedestrian-focused TOD, has a great deal of promise for being a TOD catalyst given its planned future density of housing units, employment, and likely clustering of dining and shopping. While employees of the development’s lodging and retail establishments would be possibly transit-dependent, most of the new pool of prospective riders would likely include mostly riders-by-choice, given the upscale nature of most of the conceived project components for the site therefore requiring a significant increase in awareness and acceptance of mass transit use among the higher wage earners.



Downtown Damonte Concept Drawing

DOWNTOWN DAMONTE

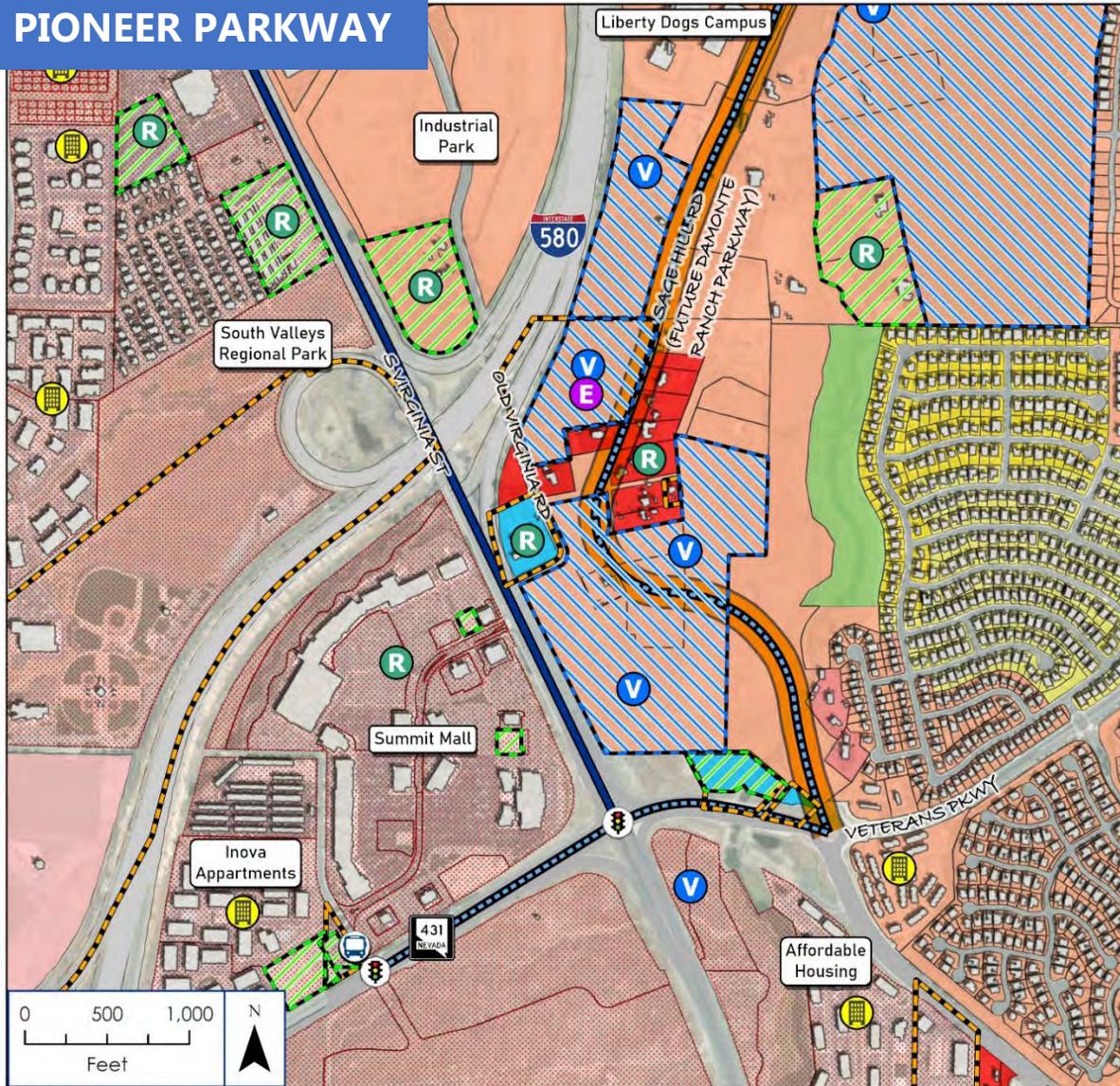


Downtown Damonte



Figure 3.9 Downtown Damonte Transit Focus Area

PIONEER PARKWAY

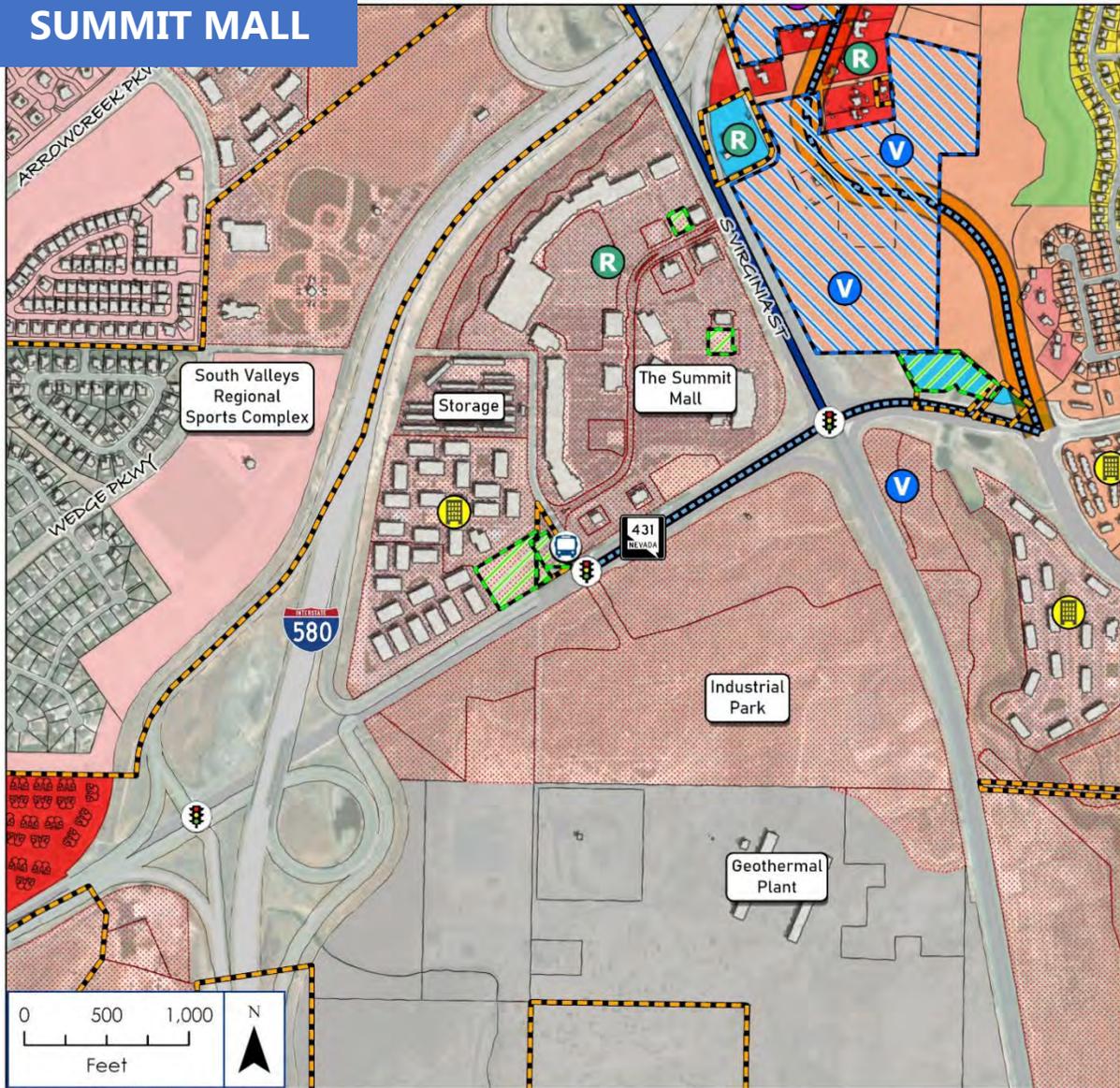


Pioneer Parkway

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> Damonte Parkway Connection (Future) City of Reno Limits Signalized Intersections Existing Bus Stops Potential Transit Node Study Corridors South Virginia Street Damonte Alternative | <ul style="list-style-type: none"> Opportunity Area Infill Vacant Future Opportunities Vacant/Infill Development Opportunity Redevelopment/Infill Opportunity Expand City Boundary/MS Zoning TOD Level Development (Existing/Proposed) | <ul style="list-style-type: none"> Single-Family Residential (5 Units Per Acre) Single-Family Residential (8 Units Per Acre) Mixed-Use Suburban Neighborhood Commercial General Commercial Parks, Greenways and Open Space Public Facilities Planned Unit Development Specific Plan District |
|---|--|--|

The Pioneer Parkway transit focus area is located in the heart of the Pioneer Parkway PUD and consists entirely of the PUD zoning. This development was approved in 2008 but has yet to break ground. The connection from the terminus of Damonte Ranch Parkway to the Veterans Parkway/Geiger Grade (SR 341)/Mount rose Highway (SR 431) roundabout is anticipated to be completed as part of this development. With the potential to add thousands of residential units, this focus area can encourage transit supportive design into the future development, including serving the existing affordable housing project located along Geiger Grade (SR 341).

SUMMIT MALL



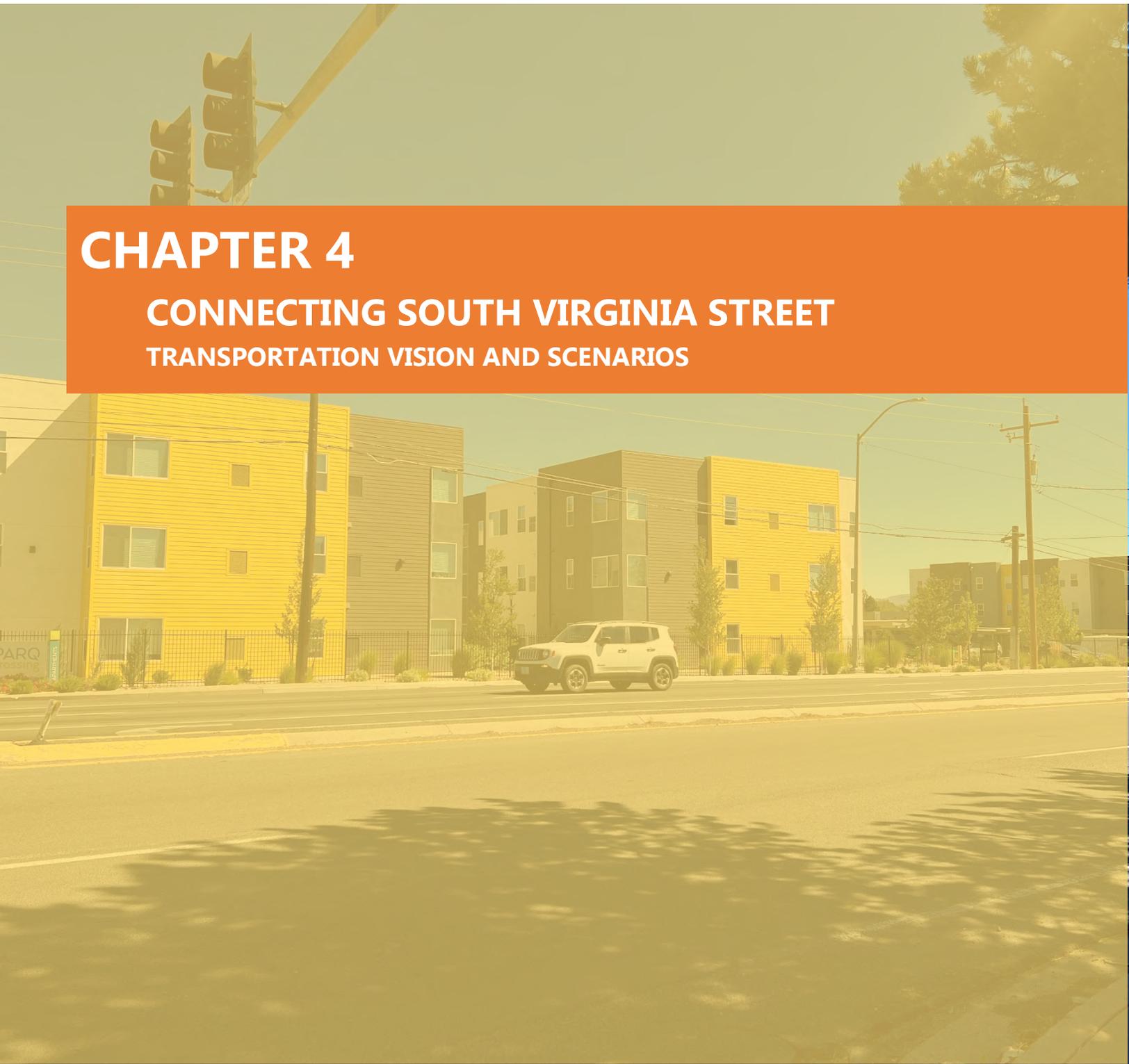
Summit Mall



The tentative southern terminus is located within a regional lifestyle retail center known as The Summit Mall which includes 65 stores with just over 500,000 square feet of surface-parked retail space representing a concentration of possible employment and the Inova Apartment complex that includes a portion of units dedicated to affordable housing. A large industrial employment center to the south is currently planned but the more notable opportunities for a future transit supportive development include revitalizing existing centers where large parking areas could be converted to vertical parking with additional commercial added.

CHAPTER 4

CONNECTING SOUTH VIRGINIA STREET TRANSPORTATION VISION AND SCENARIOS



Transit Supportive Land Use

Transit exists to get people where they want to go, such as home, work, school, a friend's house, or an appointment. In other words, there must be a market for transit to serve. Transit demand is strongly related to six factors:

- **Population and Population Density:** Transit relies on having more people in close proximity to service. Higher population density makes it possible to provide higher levels of transit service.
- **Socioeconomic Characteristics:** People may be more or less likely to use transit based on socioeconomic characteristics. For example, households with one or no cars are much more likely to use transit than households with several cars.
- **Jobs and Job Density:** Traveling to and from work often accounts for the most frequent type of transit trip. As a result, the location and density of jobs is a strong indicator of transit demand and the level of transit service that is possible.
- **Land Use Patterns:** In all cities, there is a strong correlation between land use patterns and transit ridership. In areas with denser development, mixed-use development, and a good pedestrian environment, transit can be very convenient for more people.
- **Major Activity Centers:** Large employers, universities, tourism destinations, and other high-activity areas attract large volumes of people and can generate a large number of transit trips.
- **Travel Flows:** People use transit to get from one place to another. Major transit lines such as rapid transit services or high frequency bus routes are designed to serve trips or corridors with high volumes of travel.

Of these six factors, population and job density are the most important when it comes to demand for transit and how much service is feasible to provide. This is because transit viability hinges on the intensity and distribution of land use.

Future Development

Looking to the future, the TMRPA's 2022 Washoe County Consensus Forecast anticipates the county to grow at a rate of 0.92 percent. This would result in an increase in population of 98,299 and an increase in employment totaling 68,000 jobs from 2022 to 2042. Considering the range of development that is allowed in the zoning that was discussed earlier, and considering there are nearly 700 acres of vacant land with the potential of more through infill and redevelopment, the amount of growth that is absorbed within the study area will depend on the type of development that occurs in these areas. Therefore, the best way to plan for future growth will be through analyzing several development scenarios. These scenarios will help to predict the types of population and job growth that the study area can anticipate over the next thirty years to help better predict the type of transit that can be supported.

The following scenarios are based on the Traffic Analysis Zones (TAZ) that intersect the study area. From the TAZs the forecasted population growth and job growth were then projected based on specific scenarios impacting land use changes within the study area. This allowed each scenario to project where the population and job growth would occur throughout the study area. In all a total of ninety (90) TAZs were analyzed as part of this process. Under each scenario specific population growth rates and job rates were applied to the existing TAZ totals based on the opportunity areas identified in Chapter 3 (**Figure 3.2**). A comparison of the scenarios and change in each TAZ group by scenario can be referenced in **Appendix B – Land Use Tech Memo**.

It should be noted that these growth scenarios will be used to model future transit routes and the anticipated ridership. While the types of development proposed in these scenarios directly impact the population and job growth, the total population and jobs will help to determine the type of transit that can serve the study area.

Future Development Scenarios 2020-2050

The three potential development scenarios for how the study area will grow over the next three decades utilize current zoning designations and vacant land and redevelopment opportunities. Each scenario anticipates how the type of future development can impact the potential to add additional population and jobs growth which then affect the types of transit that can be supported in the study area. The projected population and job growth in the following scenarios are based on a percentage of the total estimated regional growth forecasted by the Truckee Meadows Regional Planning Agency as discussed above. The years 2020-2050 pick up where the last census data leaves off and looks at the development pattern of the last thirty years (1990-2020), as analyzed in Chapter 1. How much regional growth is absorbed within the study area will depend on the level of density constructed on the vacant and redeveloped land.

SCENARIO 1

Scenario 1 anticipates development of vacant land/redevelopment under the status quo. Future development within vacant land along South Virginia Street will continue to be a broad range of uses and densities that may or may not support transit.

Population Increase: 15,000
Job Growth: 15,000

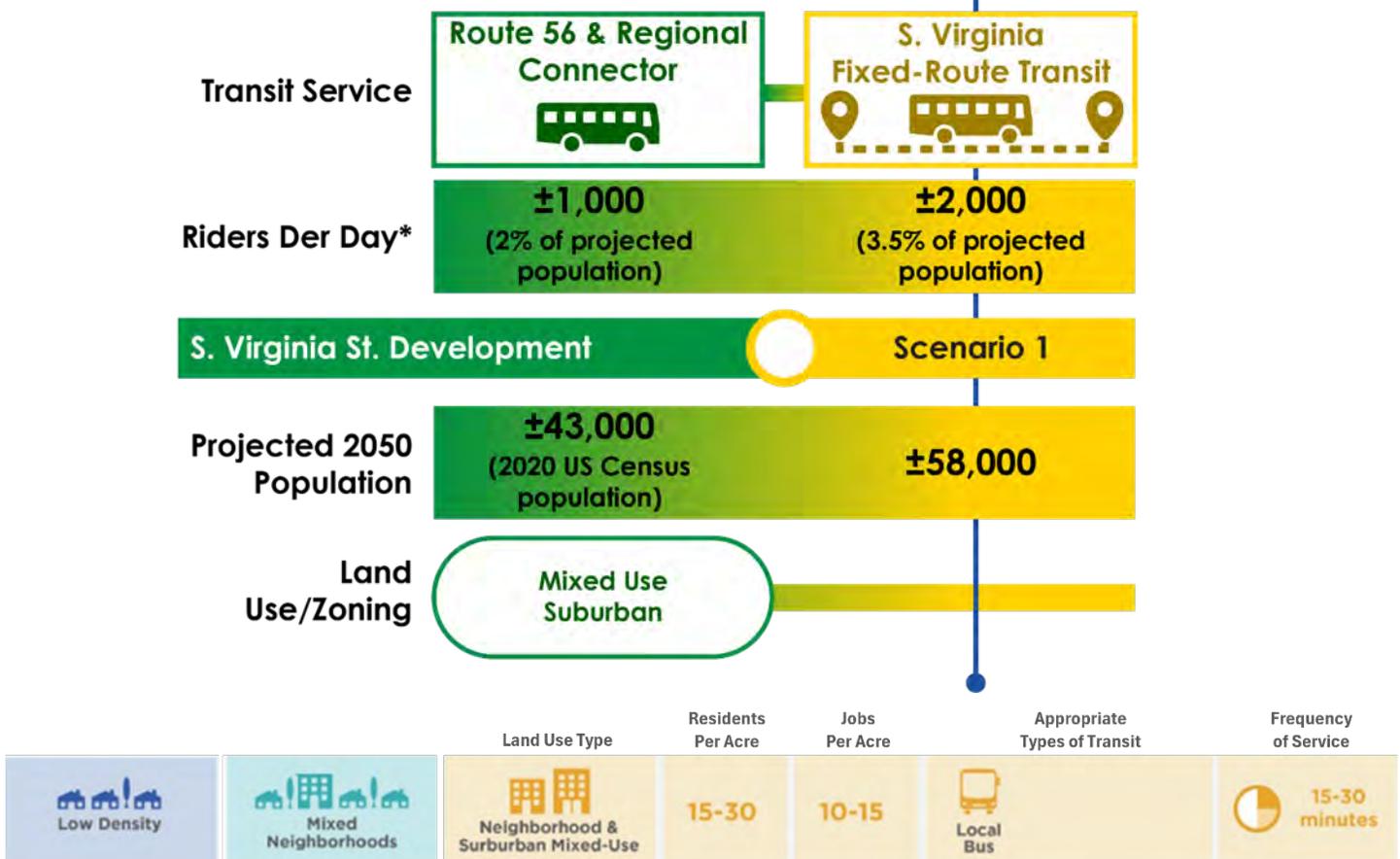
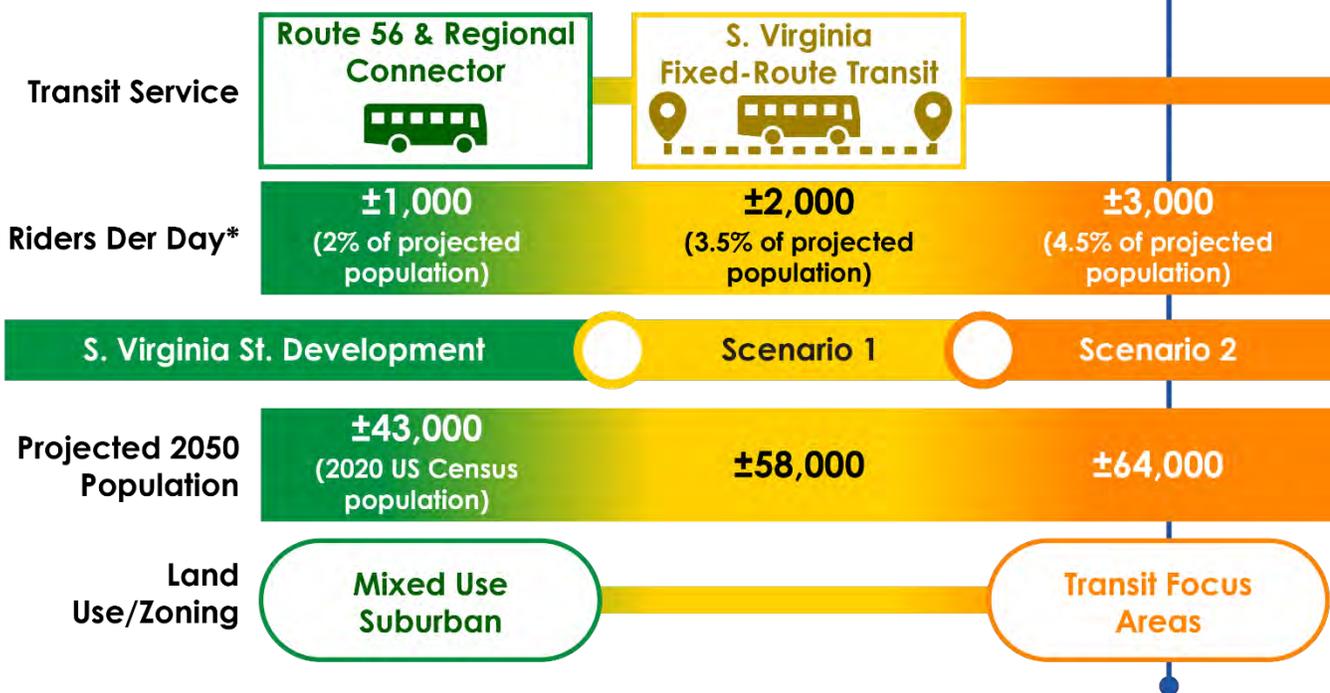


Figure 4.1: Development Scenario 1

SCENARIO 2

Scenario 2 anticipates a more active role using the Transit Focus Areas discussed in Chapter 3 to help guide transit supportive developments along the corridor. Development outside the Transit Focus Areas is anticipated to remain a mix of non-transit and transit supportive development. This scenario assumes:

Population Increase: 21,000
Job Growth: 19,000



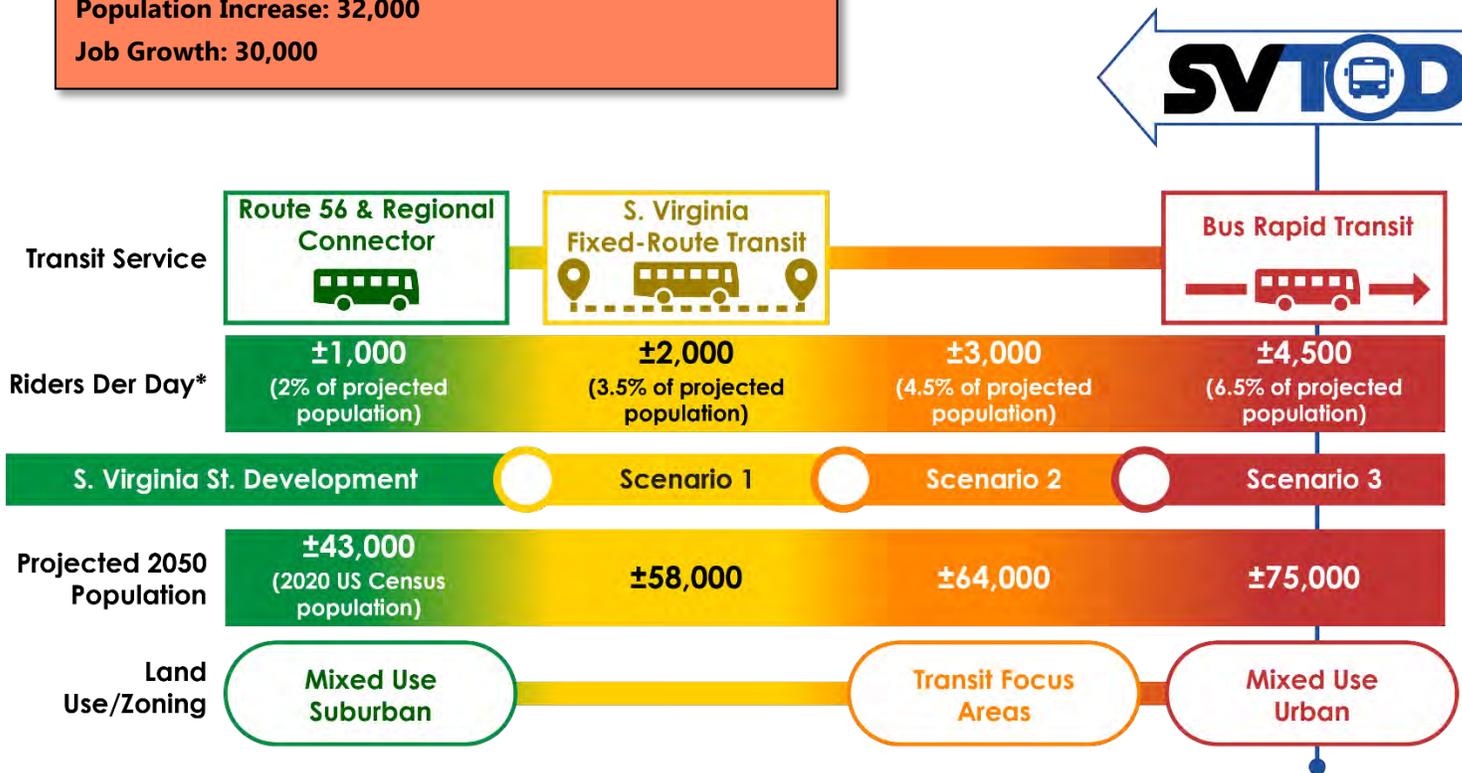
Land Use Type	Residents Per Acre	Jobs Per Acre	Appropriate Types of Transit	Frequency of Service
 Urban Mixed-Use	30-45	15-25	 BRT Rapid Bus Local Bus	10-15 minutes

Figure 4.2: Development Scenario 2

SCENARIO 3

Scenario 3 anticipates infill transit supportive development throughout the South Virginia Corridor with concentrated nodes of higher development at the identified Transit Focus Areas in Scenario 2. In this scenario development throughout the study area is similar to that within the Mixed Use Urban (MU) zoning designation, north of the study area. This scenario assumes:

Population Increase: 32,000
Job Growth: 30,000



Land Use Type	Residents Per Acre	Jobs Per Acre	Appropriate Types of Transit	Frequency of Service
Downtowns & High Density Corridors	>45	>25	Light Rail, BRT, Rapid Bus, Local Bus	10 mins or better

Figure 4.3: Development Scenario 3

Future Transit in the Study Area

Expanding transit in the study area will depend on how the future growth patterns represent the development scenarios discussed in the previous section. **Figures 4.1 through 4.3** not only show the types of development based on population growth, but also the estimated number of riders per day. The average riders per day is derived from the existing BRT lines currently provided by RTC, the Virginia Line and Lincoln Line, which host between 6.5% and 4.5% of the surrounding population. **Table 4.1** below compares the relationship between the two BRT routes and the projected populations for each development Scenario.

To determine which transit service would best serve the study area, **Figure 4.4** shows the correlation and accompanying thresholds between corridor land use characteristics (e.g., population and job densities) and transit service types and treatments. The main takeaway from this research is that denser corridors are more supportive of high capacity and more frequent transit service.

LAND USE			TRANSIT		
Land Use Type	Residents per Acre	Jobs per Acre	Appropriate Types of Transit		Frequency of Service
Downtowns & High Density Corridors	>45	>25	Light Rail, BRT, Rapid Bus, Local Bus		10 mins or better
Urban Mixed-Use	30-45	15-25	BRT, Rapid Bus, Local Bus		10-15 minutes
Neighborhood & Suburban Mixed-Use	15-30	10-15	Local Bus		15-30 minutes
Mixed Neighborhoods	10-15	5-10	Local Bus, Micro-transit		30-60 minutes
Low Density	2-10	2-5	Micro-transit, Rideshare Volunteer Driver Pgm		60 mins or less or On Demand
Rural	<2	<2	Rideshare, Volunteer Driver Pgm		On Demand

Source: Thresholds based on research by Nelson\Nygaard.

Figure 4.4: Land Use Characteristics vs Transit Service Typology

Looking at the ridership potential for each development scenario in **Table 4.1** and comparing it to appropriate transit in **Figure 4.4**, it provides support that it would be able to support fixed route transit service along South Virginia Street. Although the number of average

daily riders based on the current population seems promising, there are many factors that influence ridership beyond population and further analysis and modeling should be required prior to proposing any type of transit service. This would be the first step towards providing BRT service in the study area as this should be introduced in a phased approach. With the introduction of the FlexRIDE service that currently provides on demand service to portions of the study area, as well as Route 56, a fixed route service running along South Virginia Street is the next logical step towards BRT.

Table 4.1: Projected Transit Ridership

RTC Route	Corridor Population ¹	Average Daily Riders ²	% of Riders Per Pop.
Lincoln Line	50,700	2,280	4.5%
Virginia Line	67,300	4,250	6.5%
Study Area	Projected Population	Ridership Potential ³	% of Riders Per Pop.
Existing South Virginia Street Corridor	43,000 ¹	1,290 – 2,150	3-5%
Development Scenario 1 ⁴	58,000	1,740 – 2,900	3-5%
Development Scenario 2 ⁴	64,000	1,920 – 3,200	3-5%
Future Growth Scenario 3 ⁴	75,000	2,400 – 4,000	3-5%
Notes:			
1. 2020 population of census tracts adjacent to each corridor			
2. 2019 average daily ridership			
3. Forecast potential South Virginia Street ridership based on corridor population			
4. Forecasted 2050+ population based on land use scenarios and level of future infill/redevelopment			

The success of a fixed route service in the study area will depend on serving the most populated areas. A detailed analysis of four (4) alternative routes are discussed in detail in **Appendix 2 – Transit Technical Memo**. Currently the most logical extension would include stops at Meadowood Mall in the north, and the Downtown Damonte area in the south.



Efforts to Support Development Scenarios

Success of transit in the study area is not only influenced by land use decisions made outside jurisdictional control. The use of right of way and context of the roadway corridor will also have an impact on the level of transit that can be supported along South Virginia Street. As noted throughout the Plan, NDOT is finalizing its SMP, the recommendations for which, once implemented, could have a profound effect on future transit and development.

Safety Management Plan

As part of the SVTOD plan improvement considerations were given to recommendations made in the Roadway Safety Audit (RSA) of S. Virginia Street from East Patriot Blvd to Mount Rose Highway. Safety improvements will be evaluated for inclusion in the updated Nevada Department of Transportation Safety Management Plan as shown in **Figure 4.5**. The proposed improvements will be incorporated into the NDOT right of way in the future to increase safety and plan for transit within the South Virginia Street Corridor shown in **Figure 4.6**.

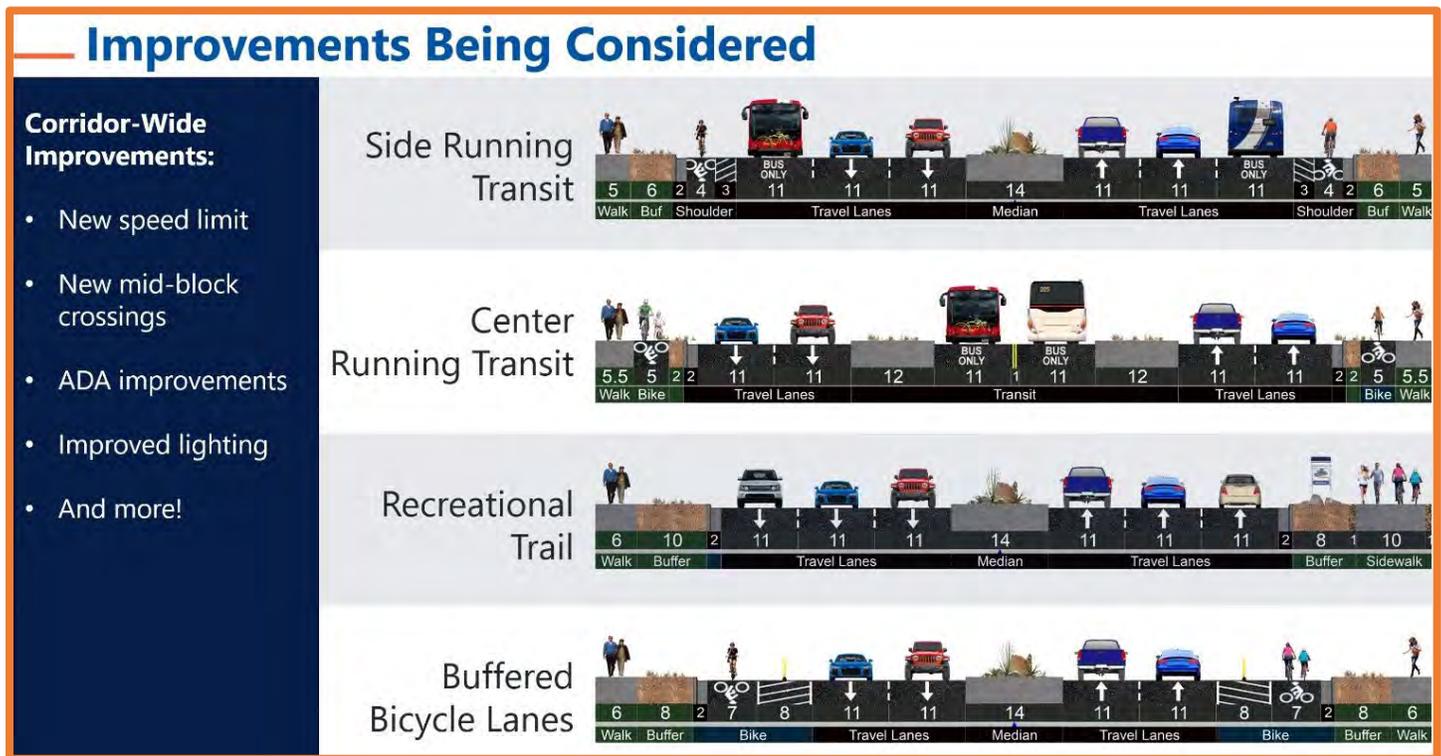


Figure 4.5: SMP Improvements

Certain elements of the proposed improvements being considered can be included along any portion of the NDOT right-of-way. Since the NDOT SMP was being conducted during the same time as the SVTOD plan, RTC and NDOT staff worked closely during this process to ensure that efforts being considered. The final preferred alternative for this portion of the corridor will be outline in the NDOT SMP. Any element shown in **Figure 4.5** above can be mixed and matched throughout the corridor and may be provided in a phased approach. Therefore, ongoing coordination between NDOT and RTC to ensure each agency's needs will be met and to preserve right of way for future transit enhancements will continue. The addition of bike/ped facilities and improved safety (crosswalks, lighting, reduced speeds, etc.) will also go a long way to providing transit-supportive infrastructure. This will influence and encourage additional transit-supportive development as is supported in this plan.

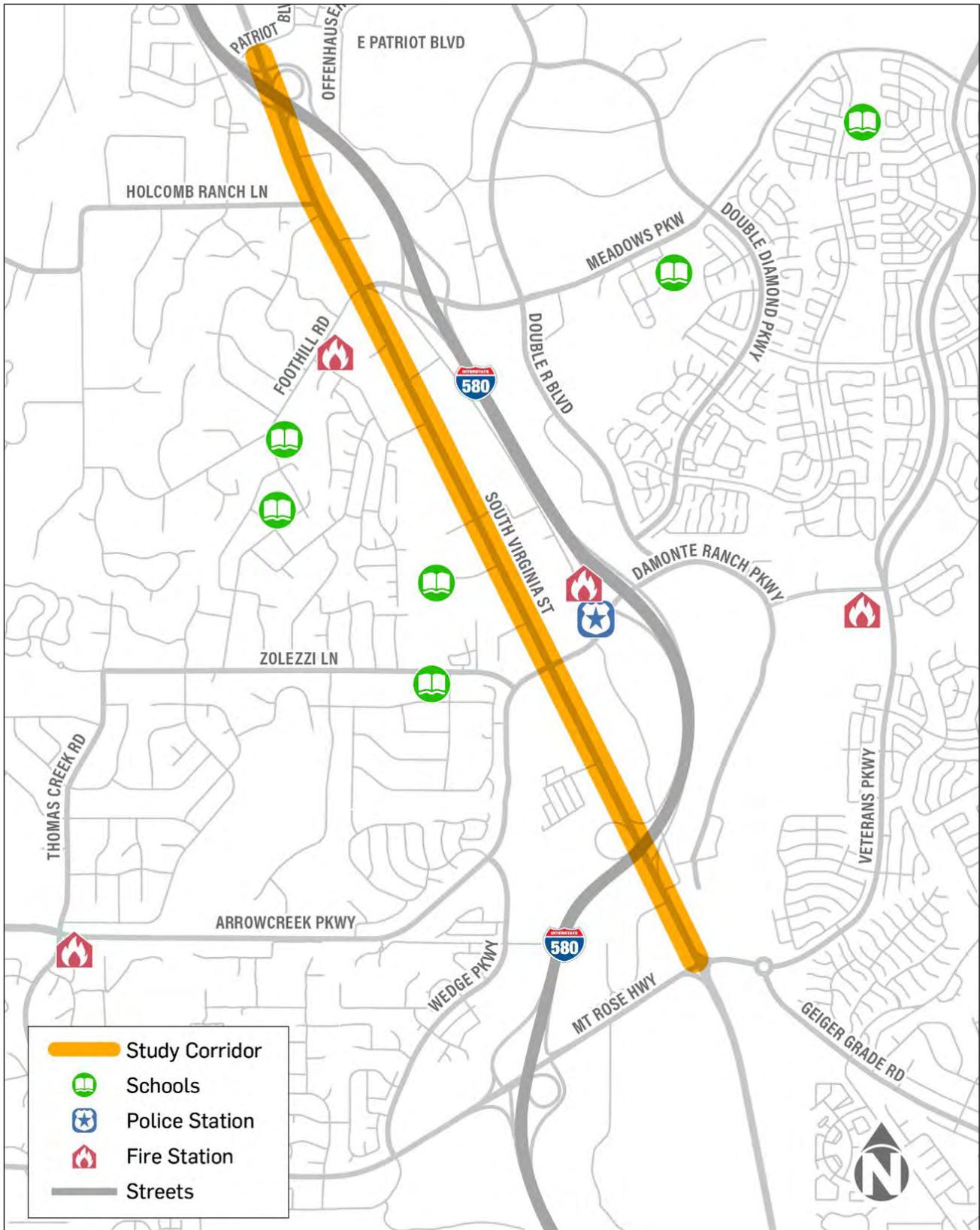
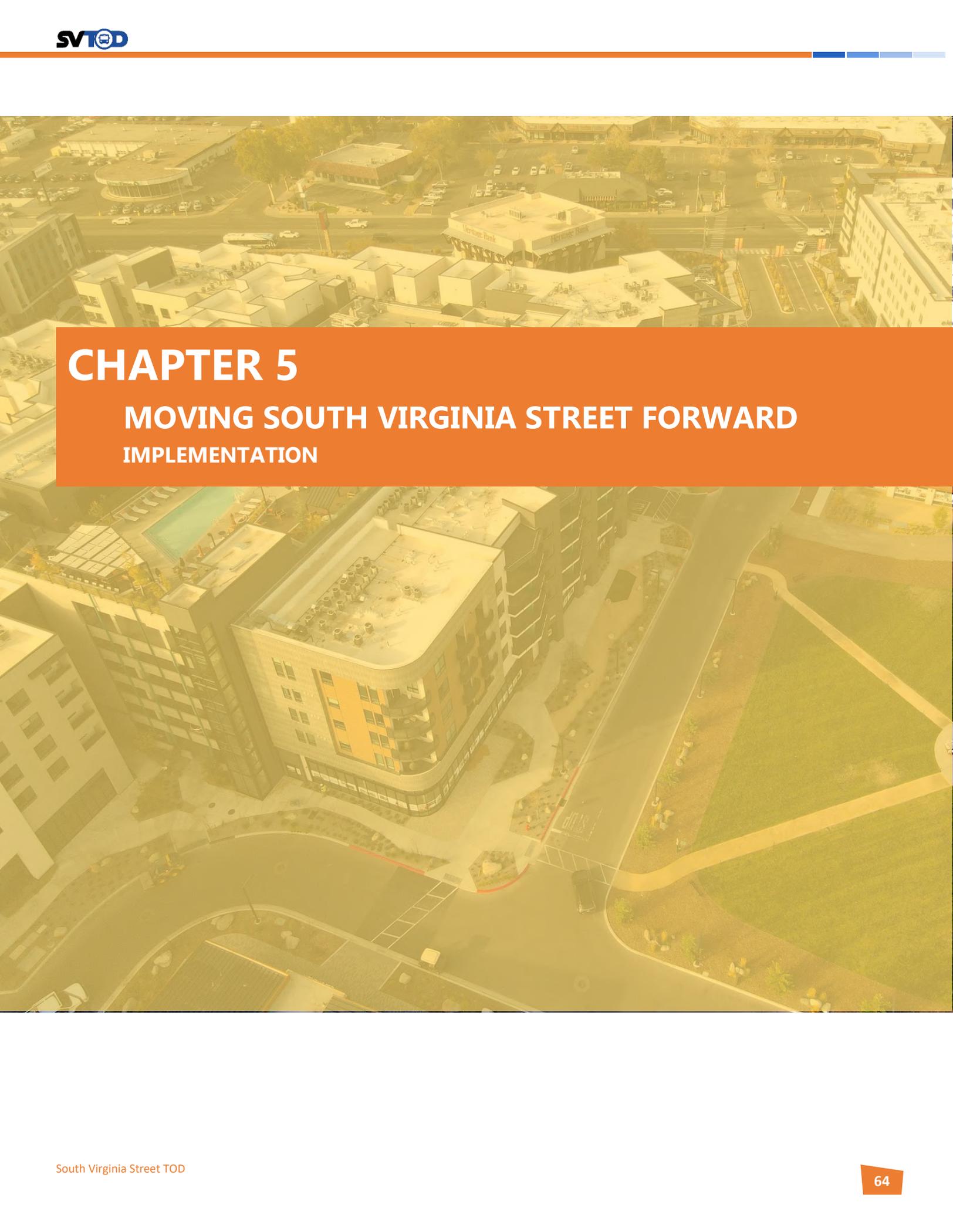


Figure 4.6: SMP Corridor, E. Patriot Blvd to Mount Rose Highway

An aerial photograph of a city street intersection, showing buildings, parking lots, and a road. A large, semi-transparent orange rectangle is overlaid on the center of the image, containing the chapter title. The background image is slightly faded to make the text stand out.

CHAPTER 5

MOVING SOUTH VIRGINIA STREET FORWARD IMPLEMENTATION

What will the Next 30 Years Bring?

Over the past three decades, the study area population has boomed from 1,500 to 43,000 (based on US Census tracts located within the Study Area). With nearly 700 acres of vacant land still available and more potential for redevelopment in older areas, the study area has the ability to absorb much of the regional growth that is anticipated in the Truckee Meadows. Planning now for the future growth will allow the infrastructure to support a more multimodal, walkable corridor with higher density development concentrated around transit focus areas. The Mixed Use Suburban Zoning provides the framework for higher density to support a more robust transit system; however, transit supportive development patterns have been slower to take shape. Action items to help encourage transit supportive development have been identified in Table 5.1 below. Many of these action items will require ongoing support and continued partnership among the agencies with various responsibilities within the study area; both from an implementation perspective as well as working together to find opportunities to encourage more sustainable growth patterns.

Table 5.1: SVTOD Action Plan

SVTOD ACTION PLAN				
	Action	Timing	Responsibility	Implementation Notes
Land Use				
LU1	Expand City Boundary to include opportunity areas into Mixed Use Suburban Zoning	S	City of Reno/TMRPA	Will require a Regional Plan and City Master Plan.
LU2	Expand Mixed Use Urban Zoning	F	City of Reno	Currently ends at Meadowood Mall.
Transportation				
T1	Analyze Opportunity for a fixed route service along S. Virginia Street	S	RTC	
T2	Continue partnership to Implement Safety Management Plan recommendations	S/F	NDOT/RTC/City of Reno	
T3	Concept design and seek grant fundings for a Shared Use Path along S. Virginia Street	M	NDOT/RTC	
T4	Implement a Shared Use Path along S. Virginia Street	L	NDOT/RTC	
Investments towards TOD				
I1	Look at vacant and redevelopment parcels for opportunity to purchase for future TOD/Bus Station	F	RTC/City of Reno	Seek grant funding
I2	Continue to monitor growth and development in the corridor	Annually	RTC/City of Reno/TMRPA	TMRPA could potentially create an annual report on where growth/density changes are occurring by corridor identified in the Master Plan. This could help identify where things stand relative to the level of transit service being provided.
I3	Explore public/private partnerships with landowners/developers	F	RTC/City of Reno	

Timing:

S – Short Term (Complete by 2027)

M – Medium Term (Complete by 2030)

L – Long Term (Complete by 2050)

F – Future, No Timeline (As funding/partnering/opportunity is available)

Implementation

The SVTOD further builds on the framework for improving the South Virginia Street Corridor to accommodate future growth as identified in the 2019 Truckee Meadows Regional Plan and the City of Reno ReImagine Master Plan. The SVTOD provides direction on how to accomplish a sustainable growth pattern for the South Virginia Street Corridor supported by transit and multimodal options by targeting three major categories as outlined in the SVTOD Action Plan (Table 5.1), Land Use, Transportation, and Investment in Transit Oriented Development.

Land Use Strategies:

- The Study Area has favorable zoning of Mixed Use Suburban to encourage transit supportive development. Expand that Zoning area where feasible to try and encourage redevelopment and infill around identified transit focus areas. This includes incorporating some of the Washoe County area into City of Reno in order to expand the Mixed Use zoning.
- The current zoning does allow less intense non-transit supportive uses. Focus efforts on working with the City of Reno to identify ways to incentivize or gradually increase development standards for the transit focus areas to encourage higher density uses.

Transportation Strategies:

- Continue partnership with NDOT to transform South Virginia Street into a multimodal corridor. Transforming the right of way into a complete street will increase land values and encourage more transit supportive development patterns. Adding bike and pedestrian amenities as a first step will be a major improvement in the corridor.
- Providing transit service to currently proposed higher intense developments such Downtown Damonte will provide quick wins and show an investment in transit for the Study Area.
- Continue to increase the level of transit service as growth occurs in the corridor.

Investment in Transit Oriented Development:

- Continue to collaborate with the City of Reno, developers, and landowners around transit focus areas to explore opportunities to encourage transit supportive development patterns. Identifying infrastructure or financial incentives, providing a funding partnership opportunity for increased density, or simply reserving area for future transit amenities are some examples of helping encourage a development to do more.
- Identify opportunity parcels around transit focus areas and explore funding opportunities to acquire the land for a future transit supportive development. Explore partnering opportunities with publicly owned parcels, some of which are owned by the Washoe County School District.
- Collaborate with existing underutilized infill site landowners and developers to explore partnerships for redevelopment and incorporating transit and multimodal connectivity opportunities. Meadowood Mall parking areas could be a great candidate for a future partnership where mixed use higher density housing and vertical parking provide an opportunity to support a mobility hub without impacting the existing mall.

The evolution of South Virginia Street is largely dependent on outside influences and will continue to respond to growth and the private market. Planning for and continuing to encourage sustainable growth is essential to ensure this corridor is a testament to the vibrant changes shaping our community. It starts with investments in the infrastructure, followed by collaboration and public/private partnerships, and continuing to phase in transit to support the future housing and employment opportunities in the corridor.



TECHNICAL MEMO
Existing Conditions Report

July 01, 2024



Prepared For



Prepared By



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EXISTING CONDITIONS

Background

Virginia Street runs from Red Rock Road in the north valleys to Mount Rose Highway in the south valleys and is also considered US 395 Alternative Highway and was the historical north/south connection through Reno up until the construction of Interstate-580 (I-580). Virginia Street is famous for the Virginia Street Bridge, the Reno Arch and connects the downtown core, University of Nevada Reno, Midtown, and North/South Reno.

Study Purpose and Need

Virginia Street within the McCarran Ring (N. McCarran Blvd to S. McCarran Blvd), has been developed as a major corridor, complete with multi-modal transportation elements including the Virginia Line Bus Rapid Transit (BRT) service, The BRT currently runs along Virginia and Center Street with service arriving every ten minutes taking passengers from the University of Nevada Reno in the north to the Meadowood Mall in the south. As the area continues to grow and additional density is being developed along Virginia Street, there may be a need to expand the BRT service to the south.

South Virginia Street, from S. McCarran Boulevard to the Mount Rose Highway (SR 431) has transitioned over the last 50 years from a rural highway connecting Reno and Carson City, to a high-density mixed-use corridor. This transition is still underway. Resulting in a patchwork of transit elements throughout the S. Virginia Street corridor. Identifying the existing conditions within the study area will help to establish opportunities and needs and identify how the future extension of the BRT can create a multi-modal, transit-supportive development pattern that meets the growth and development needs of the region.

Study Area

The study corridor extends along **South Virginia Street** from the BRT route's current terminus at the Meadowood Mall transfer station to the Mount Rose Highway (SR 431). A majority of the corridor has already been developed (S. McCarran Blvd. to S. Meadows Pkwy) but the area south of Damonte Ranch Parkway remains mostly vacant with several high-density projects being planned. Therefore, an alternate study route has been included to see if an alternative BRT route, off Virginia Street, could be more successful. This corridor is identified as **Damonte/Wedge Alternative**. The project boundary, or study area, is based on an approximate three-quarter mile walking distance from the South Virginia Street and Damonte/Wedge Alternative corridors using existing streets. The entire study area includes 6,025 acres. A majority of which is within the City of Reno jurisdiction with portions of Unincorporated Washoe County to the west.

Corridors:

South Virginia Street: Is bound by Meadowood Mall in the north and the Summit Mall in the south. Specifically, the ±5.61 miles are between South McCarran Boulevard to Mount Rose Highway (SR 431).

Damonte/Wedge Alternative: A circular corridor that is adjacent to many multi-family developments, the RTC Park and Ride in the Summit Mall, and the University of Nevada Redfield Campus. The ±6.31 miles including

portions of Damonte Ranch Parkway from South Virginia Street to the terminus of Damonte Ranch Parkway. Future Damonte Ranch Parkway which includes a connection from Steamboat Parkway to Mount Rose Highway/Geiger Grade Road. Mount Rose Highway (SR 431) from Geiger Grade Road to Wedge Parkway; Wedge Parkway from SR 431 to Arrowcreek Parkway; and Arrowcreek Parkway from Wedge Parkway to South Virginia Street.

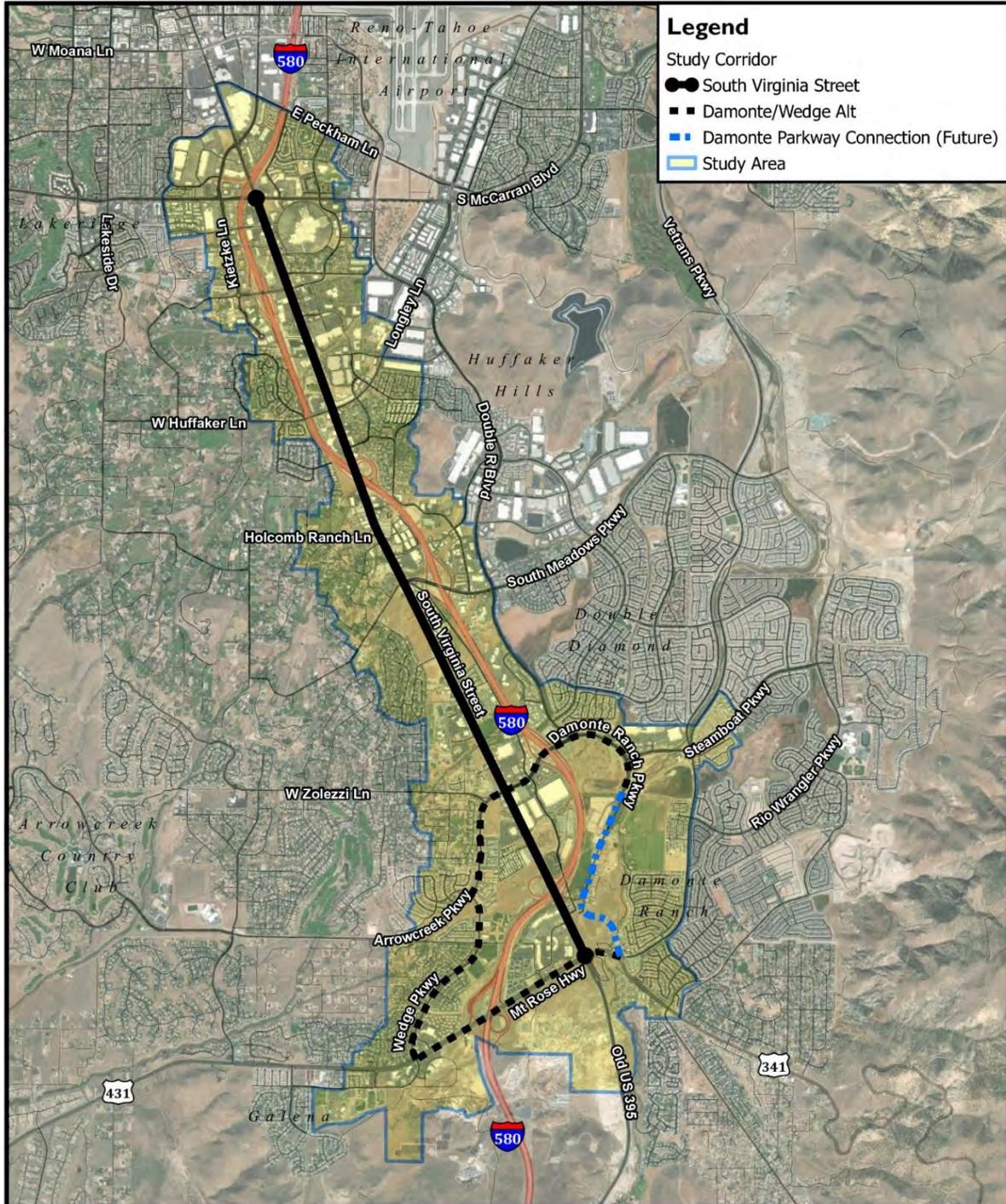


Figure 1: Study Area

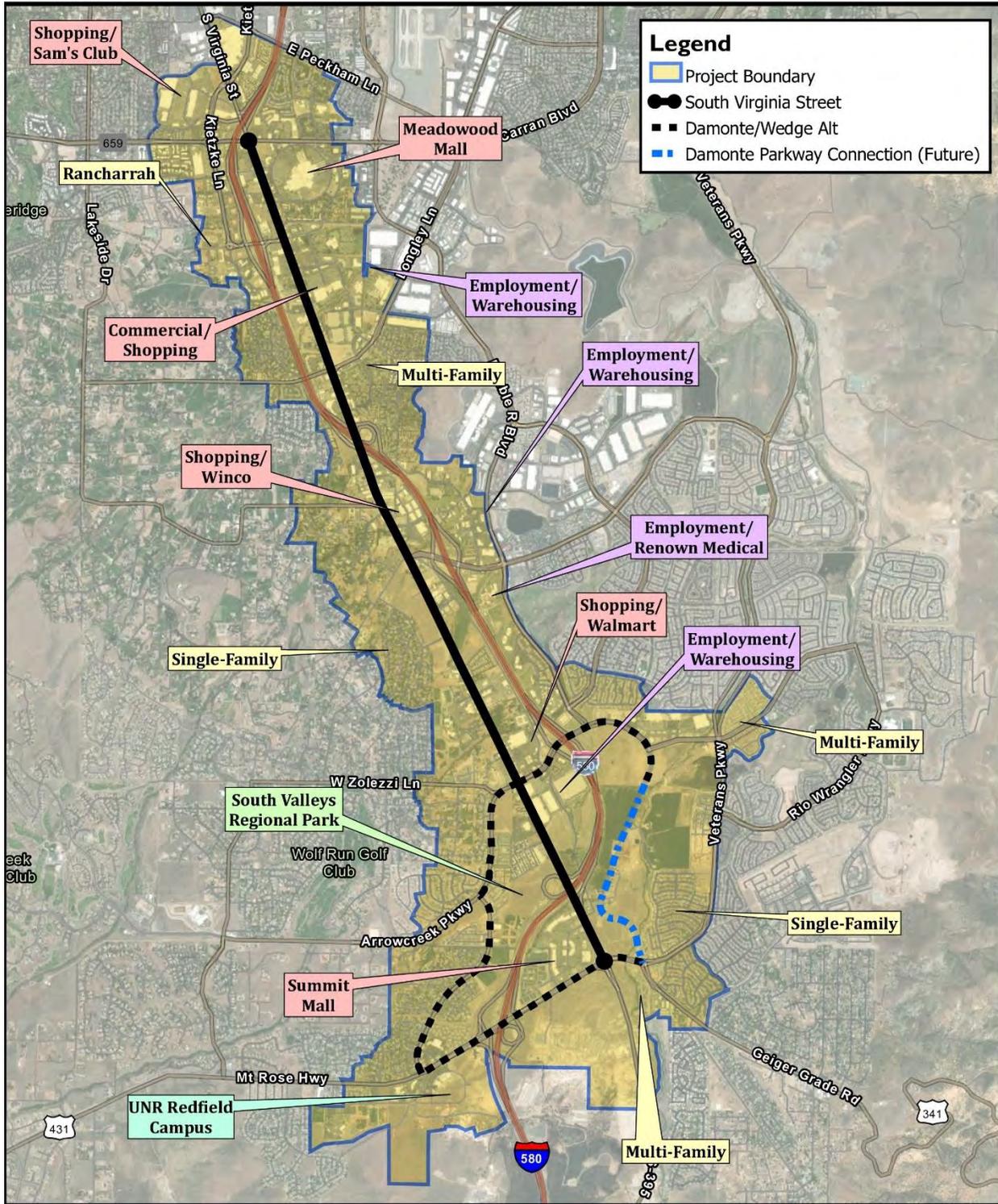


Figure 2: Influences Along the Corridors

Existing Roadway Conditions

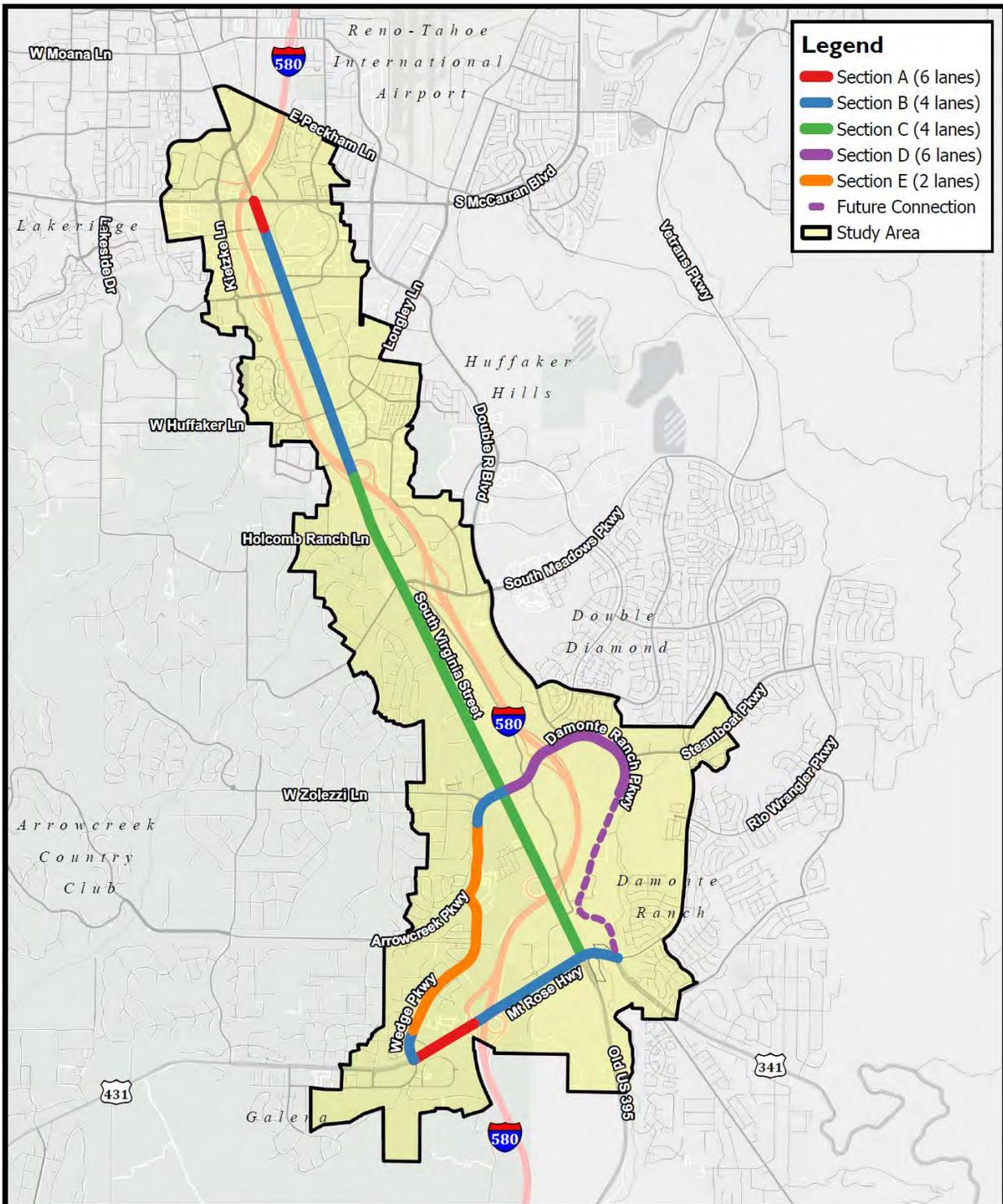
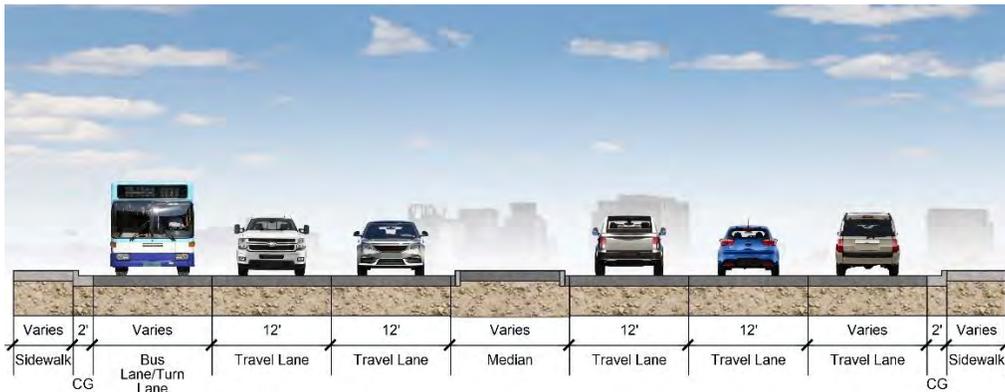


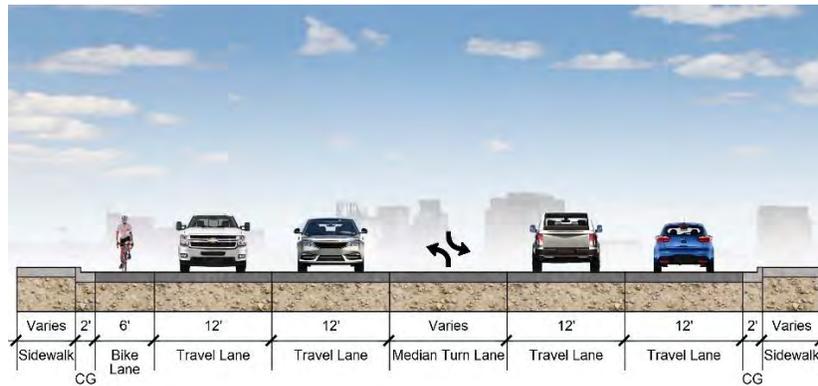
Figure 3: Roadway

Cross Sections:

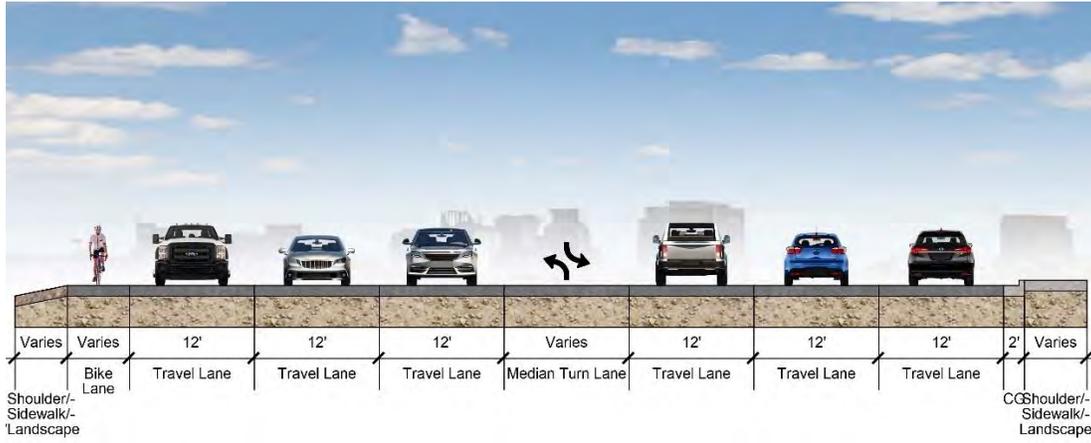
The **South Virginia Street Corridor** transitions from a four to six lane street with intermittent sidewalk and bike lanes. Generally, the vacant properties along the corridor have a shoulder and drainage ditch where newer developments have curb and gutter. Sections A, B, & C identified below, are found throughout the corridor. Speeds range from 45 miles per hour to 55 mph. The **Damonte/Wedge Alt Corridor** is a wider range of street sections with six lane roads found along Damonte Ranch Parkway and the Mount Rose Highway, with smaller collector streets at Wedge Parkway and Arrowcreek Parkway (Sections C, D, and E). Speeds range from 35 mph to 55 mph.



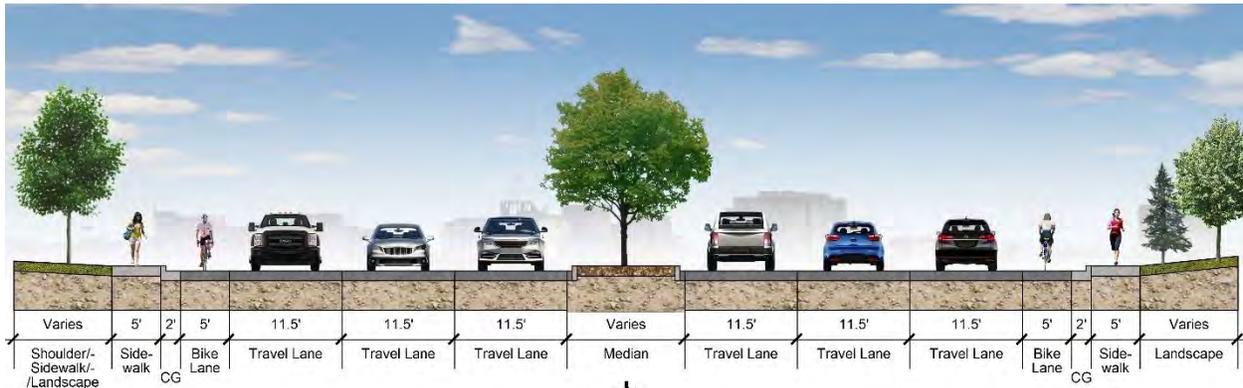
Section A



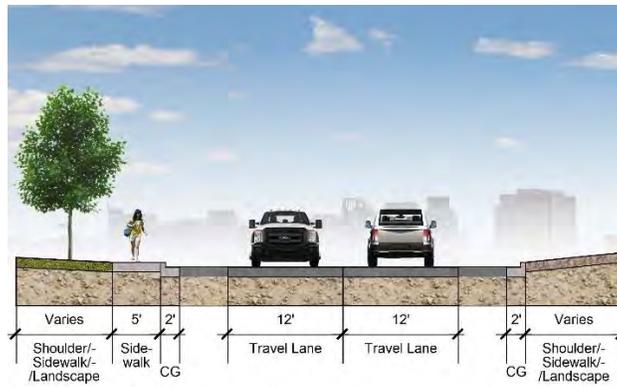
Section B



Section C



Section D



Section E

Sidewalk/Pedestrian Path and Bike Facilities:

The **South Virginia Corridor** has been developed over many years and under many different land use policies resulting in an incomplete pedestrian network. Currently only 52% of the corridor has existing sidewalk on either side of the street. Bike facilities area missing completely on about 18% of the corridor with at least one bike lane or path existing on at least one side of the street. Resulting in unreliable bike travel along South Virginia Street. Furthermore, the existing bike lanes are inconsistent in size and markings throughout the corridor and may not be a good representation of an existing facility.

The **Damonte/Wedge Alternative** has been mostly developed within Planned Unit Developments (PUD's) and therefore are more well served by consistent existing sidewalk/pedestrian paths with 78% of the corridor with a sidewalk/pedestrian path on either side. Bike facilities are also provided on nearly the entire corridor with an existing bike trail along Mount Rose Highway, these facilities connect to a larger network found throughout the residential development to the east and will help connect pedestrians to areas outside of the study area.

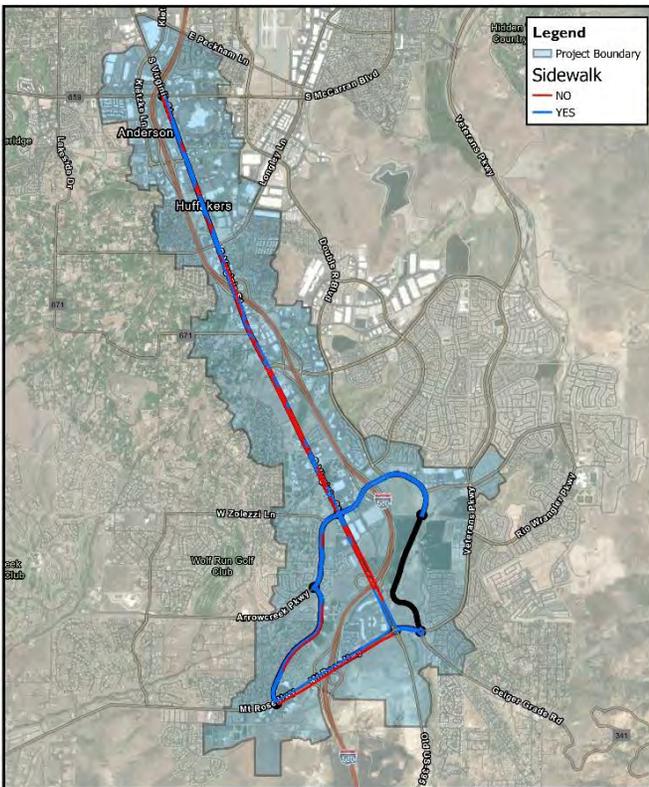


Figure 4: Existing Sidewalk

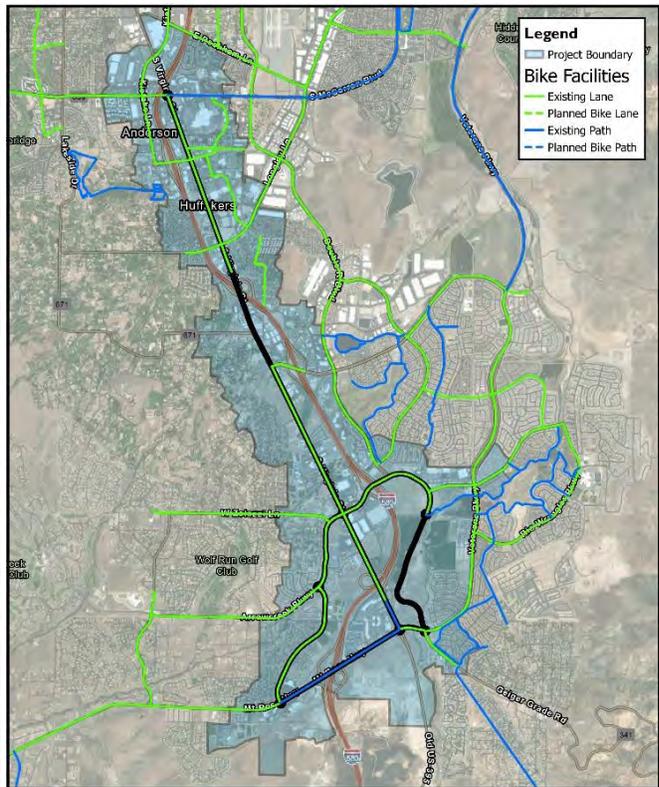


Figure 5: Existing Bike Facilities

Bus Facilities:

Existing bus services are limited south of McCarran Boulevard with Route 56 Serving South Virginia from South Meadows Parkway to Damonte Ranch Parkway. This route mainly serves the employment areas to the east of South Virginia Street along Double R Boulevard. The Carson City Route runs the entirety of the **South Virginia Street Corridor** from the Park and Ride at the Summit Mall to Meadowood Mall Transfer Station. However, this

is a commuter route connecting riders from Reno to Carson City and only runs during the weekdays in the mornings and evenings. Limited bus stops are located along South Virginia Street and one bus stop and the RTC Park and Ride is located along the **Damonte/Wedge Alternative Corridor**.

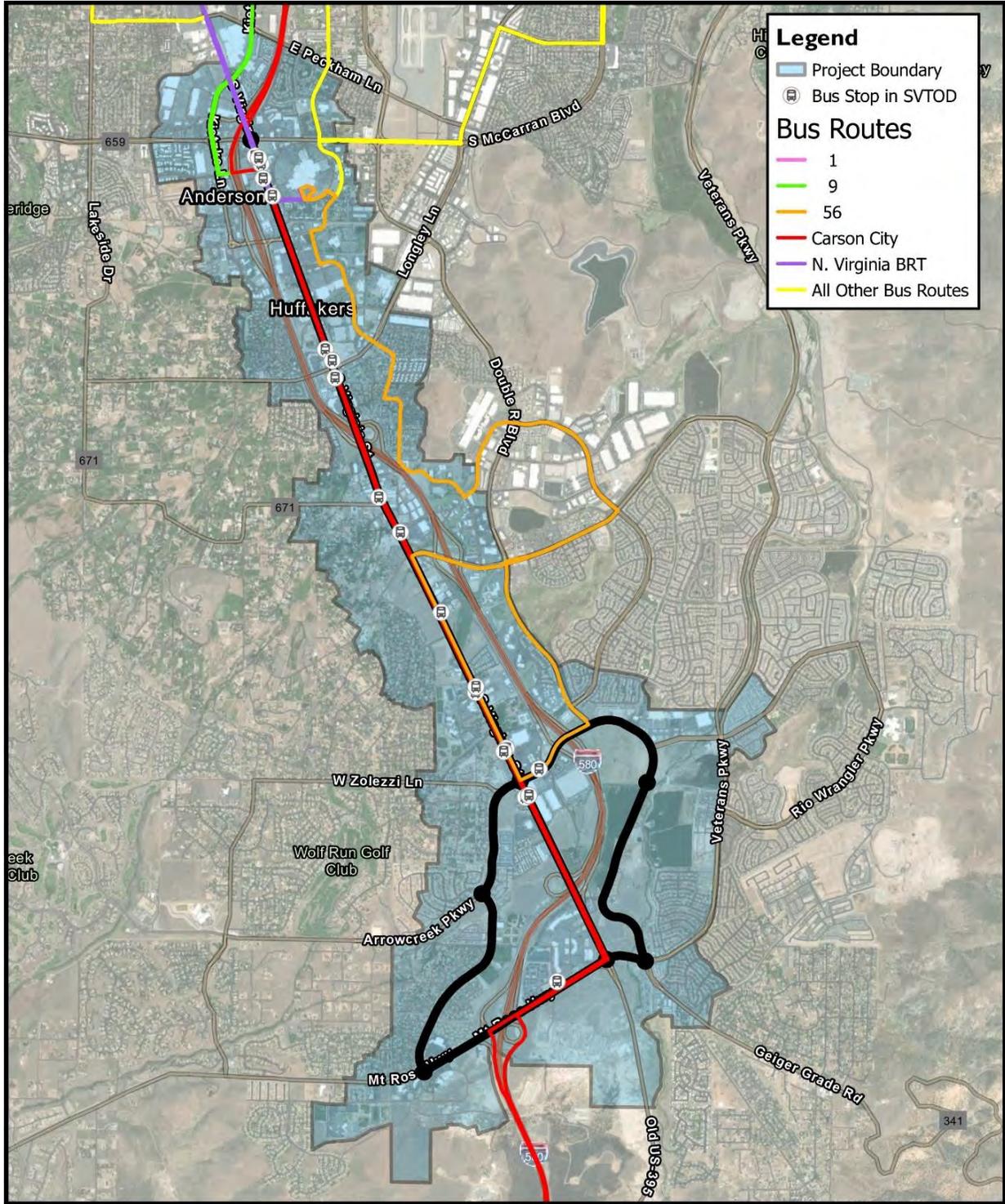


Figure 6: Existing Transit Facilities

Existing Traffic Conditions

The study area was analyzed for existing traffic conditions and other road user data. This information is used to identify areas where traffic conditions could benefit from BRT and identify potential ridership.

Signalized Intersections:

There are fourteen (14) signalized intersections along the **South Virginia Street Corridor** and 13 located along the **Damonte/Wedge Alternative** with the majority of them located along Damonte Ranch Parkway to the west.

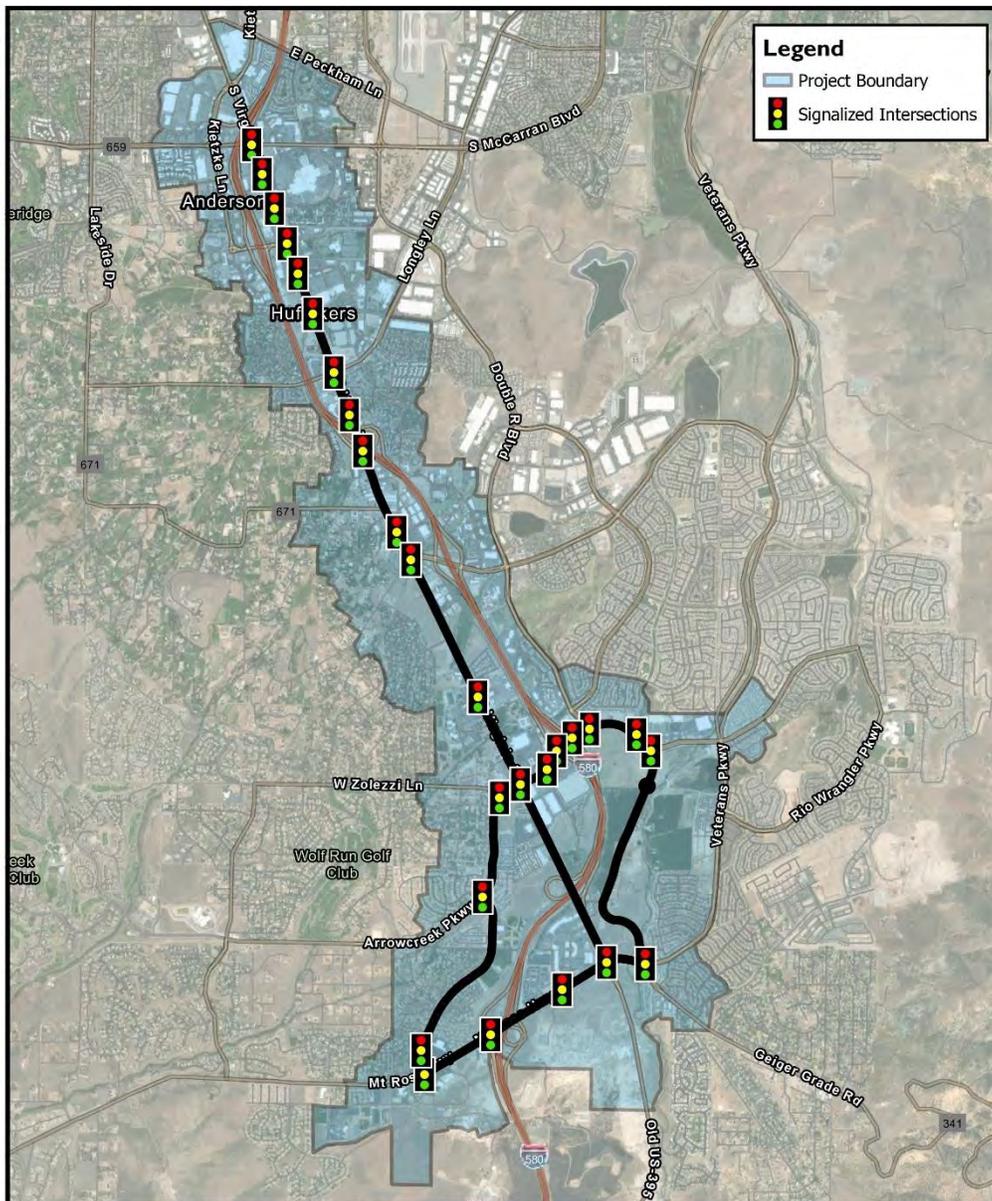


Figure 7: Signalized

Signalized intersections are important when considering BRT as they are the biggest influence on travel times and are generally associated with higher traffic volumes and higher crash rates. When considering this, one important dataset is the annual average daily traffic (AADT), which was obtained from NDOT's Traffic Records Information Access (TRINA) application. The traffic counts mapped over the corridor segments over a 5-year period and is summarized in the map below.

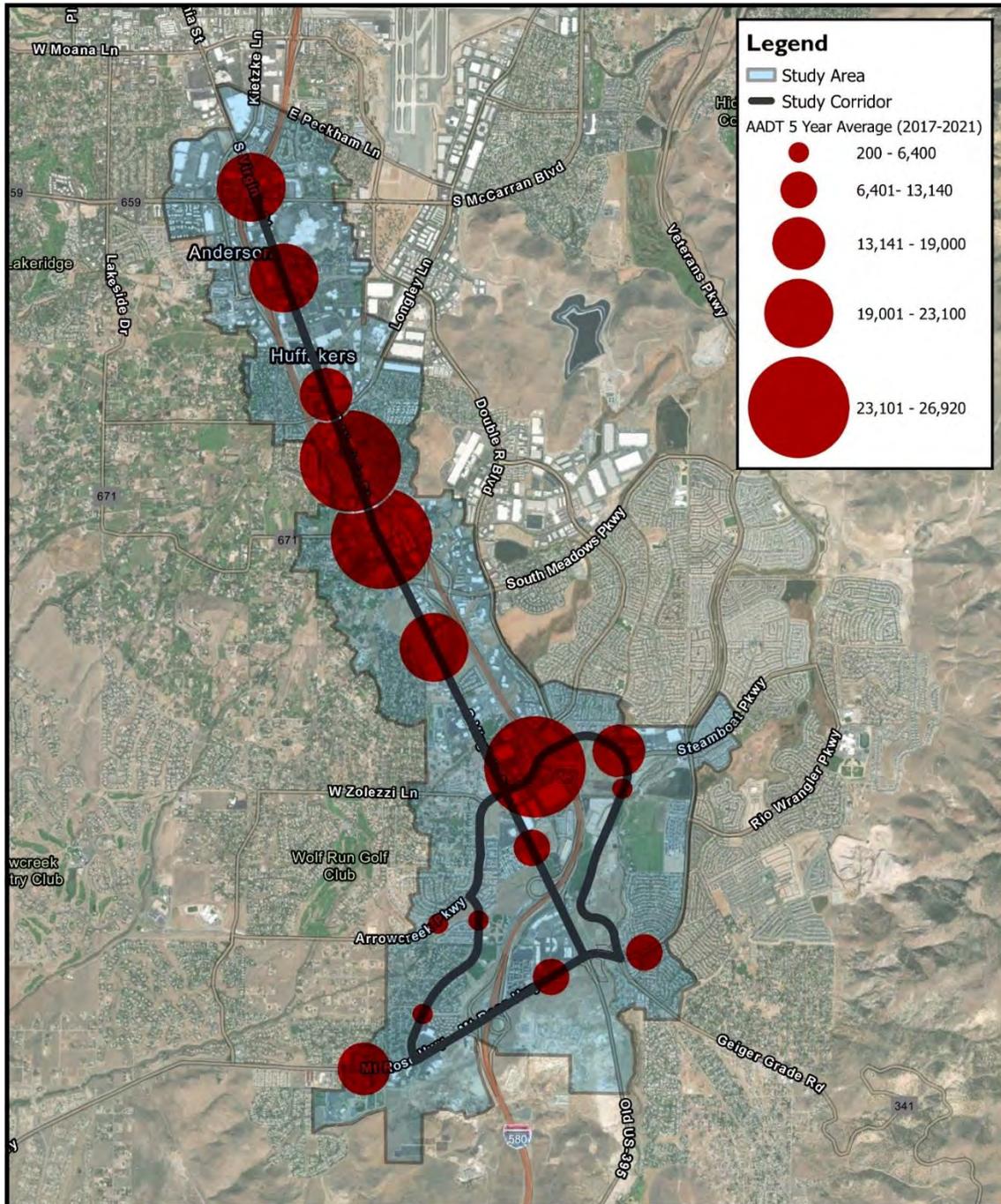


Figure 8: Annual Average Daily Traffic (AADT)

The map shows the segments with the highest traffic along the **South Virginia Corridor** are located between Longley Lane and South Meadows Parkway with AADT volumes above 20,000. The **Damonte/Wedge Alt Corridor** shows the highest AADT count located between South Virginia Street and I-580 with similar counts along Damonte Ranch Parkway and Steamboat and the Mount Rose Highway. It is anticipated that the future Damonte Ranch Connection will see similar AADT volumes.

Crash Data:

Five-year crash data between the years 2016-2020 were analyzed along the corridors and included over one-thousand crash reports. Crashes along the corridors are concentrated at the intersections and areas with higher traffic counts. More importantly when looking at BRT, crashes involving pedestrians should be considered with greater importance since identifying multi-modal and transit improvement should help to minimize these. The map below shows recorded crashes within a five-year period along the corridor and the recorded pedestrian crashes including vehicle vs. pedestrian/bicyclist.

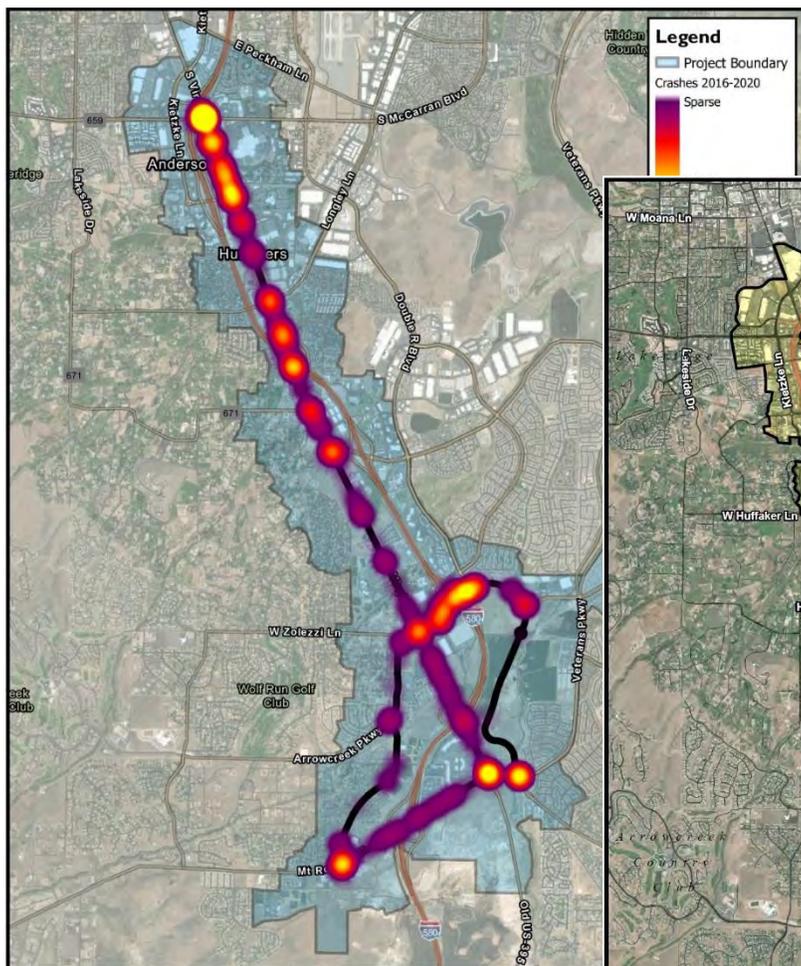
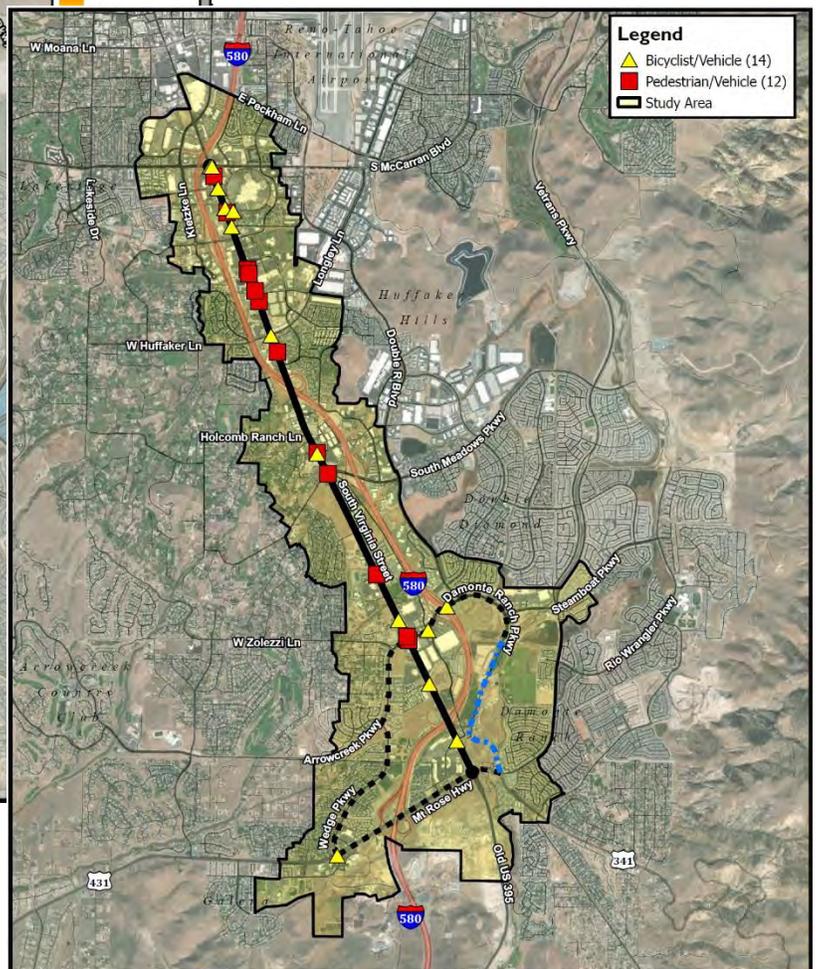


Figure 9: Crash Density (2016-2020)

Figure 10: Pedestrian/Bicyclist/Vehicle (2016-2020)



Existing Land Use

Land use is dictated by Master Plan and Zoning designations set by the city or county and determines the types of development found within the study area. Knowing these designations will help to understand future developments within the study area. Typically, BRT is favorable to mixed use land designations which promote high density development and encourage multi-family/attached housing, large commercial developments, and employment centers with a robust multi-modal transportation network. Within the study area these include the City of Reno Master Plan and Zoning with portions to the west that are under Washoe County jurisdiction.

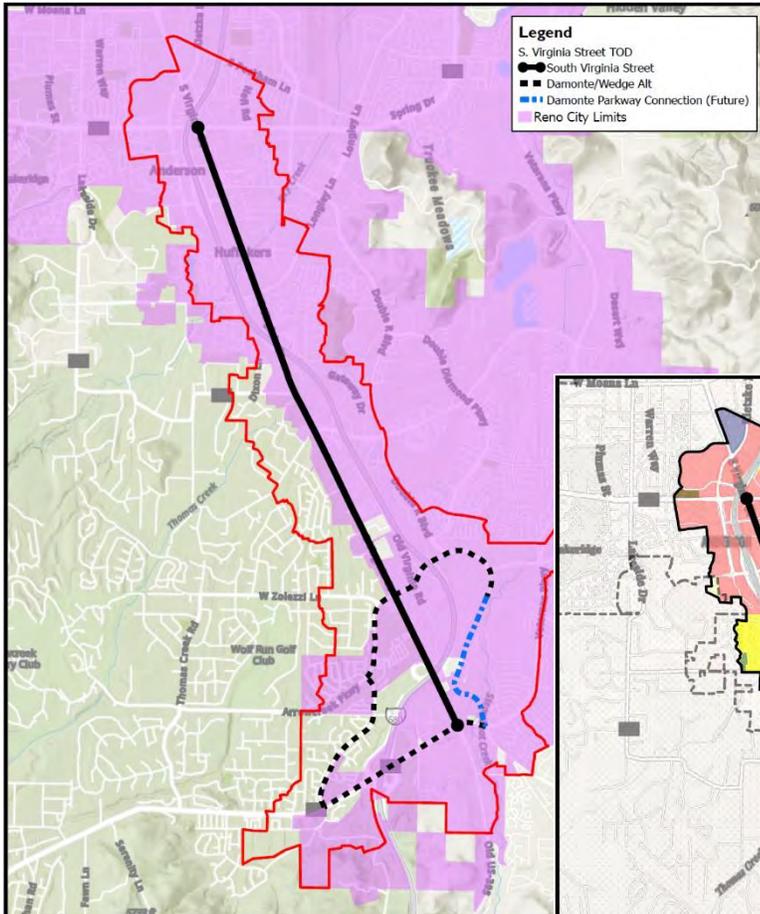


Figure 11: Jurisdiction Map

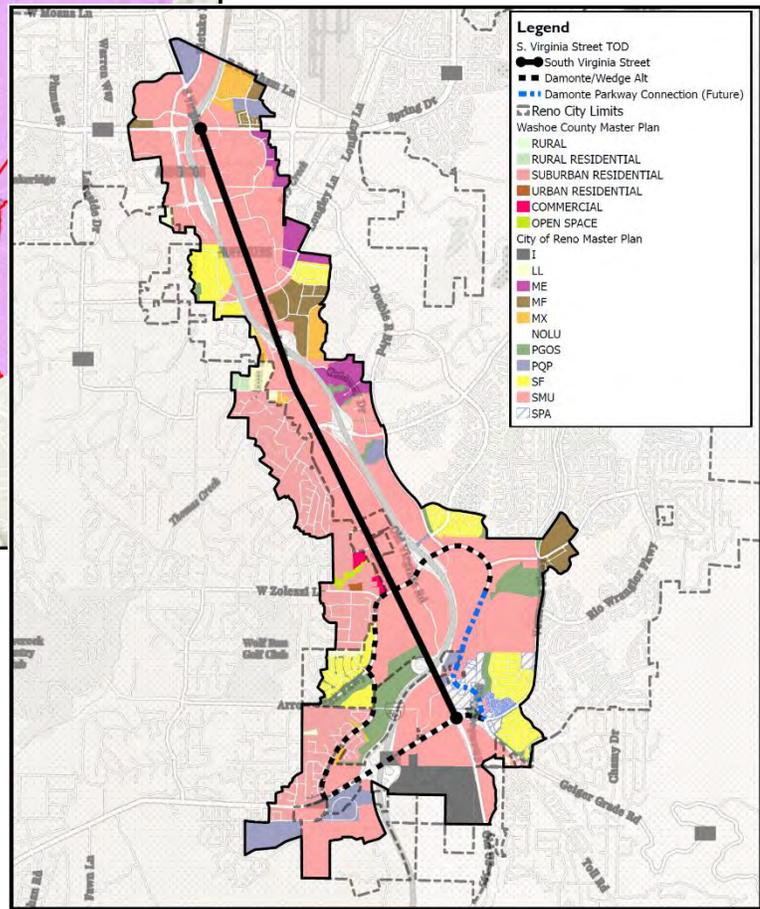


Figure 12: Master Plan

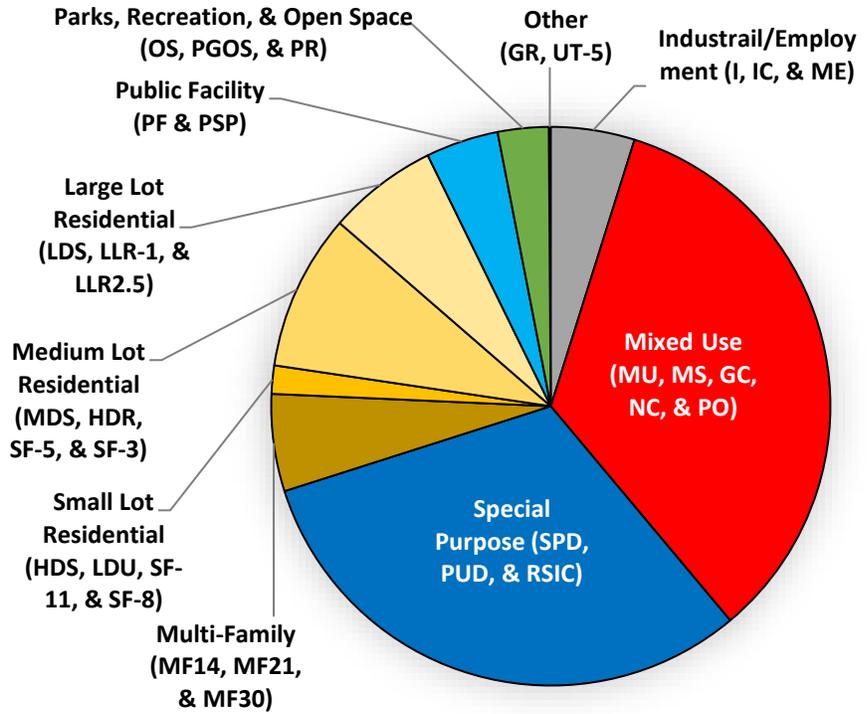
Master Plan and Zoning:

The majority of the Master Plan designations within the study area is Suburban Mixed Use (SMU) which promotes a mixed-use zoning designation that is favorable to BRT services. The underlying zoning typically associated with this master plan designation allows commercial or high-density residential. The map below shows the distribution of the zoning districts throughout the study area. The three major zoning designation within the study area are Mixed Use Urban (MU), Mixed Use Suburban (SMU), and Planned Unit Development (PUD). While the MU zoning designation is traditionally favorable to BRT, the SMU designation, which has no

minimum density requirement may not be as favorable to encourage high density development on its own. The third, the PUD zoning is unique since it refers to a specific planned community with varying development standards throughout the study area.

Each PUD is unique and typically has different development standards than those found in the standard City of Reno Zoning Code. The three PUD’s within the study area include Double Diamond PUD, Damonte Ranch PUD, and Pioneer Parkway PUD. The development standards are detailed in the respective PUD Handbooks and generally allow high density development within the study area. But like the SMU zoning designation, may not have minimum density standards to encourage high density along the corridor. More importantly, the PUD’s are the largest area of vacant land within the study area and will largely determine the future development of the study area in the south. What the future development looks like may be hard to predict since the density range is so large.

Study Area Zoning Designations



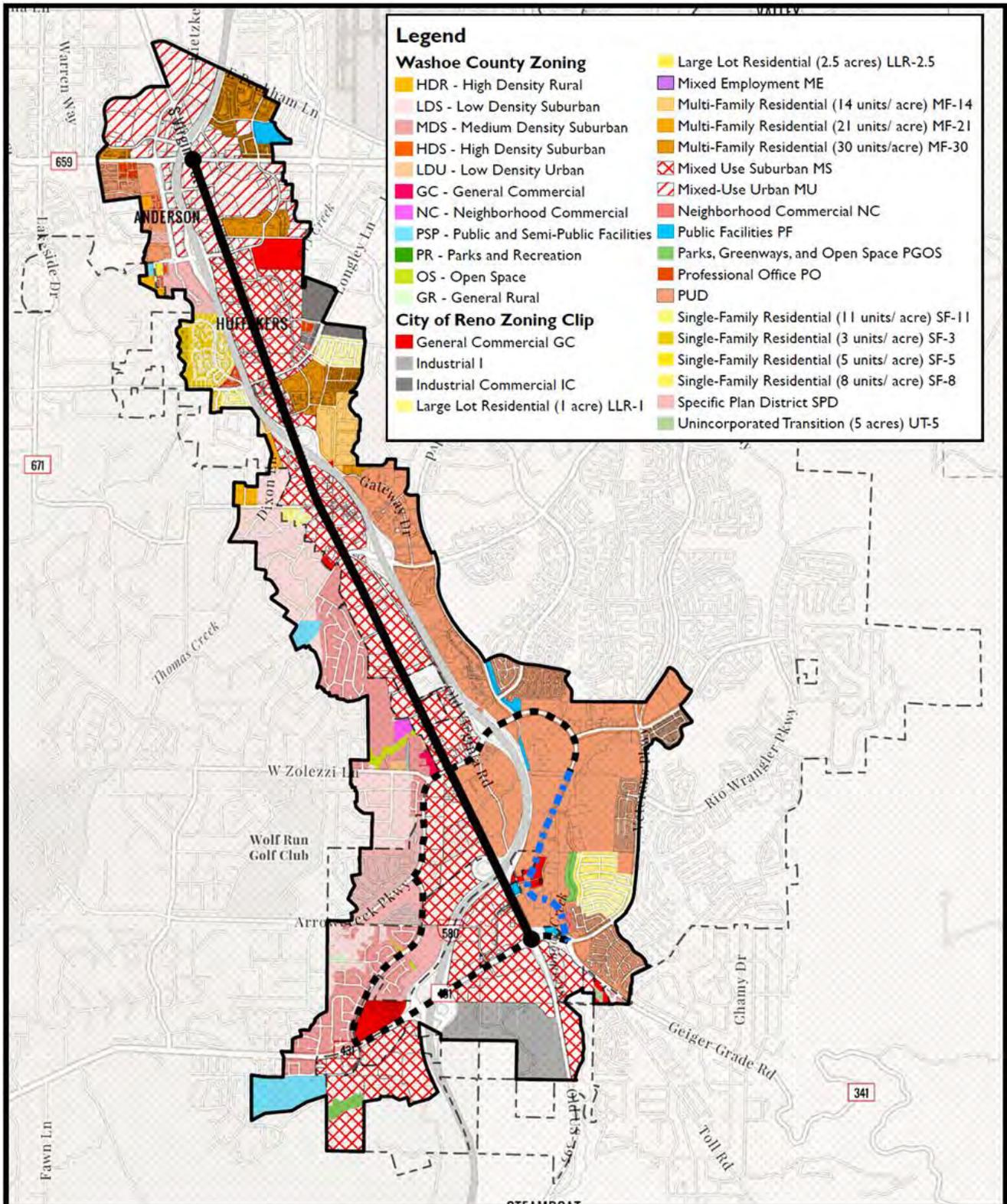
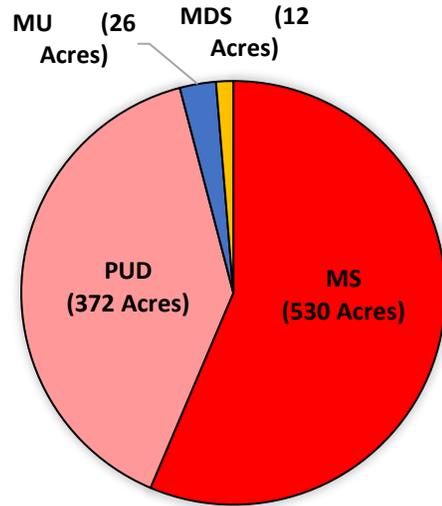


Figure 13: Zoning

Vacant Land:

A total of 940 acres of vacant land has been identified within the study area. The mixed use zoning designations do not have a maximum density and the two PUD’s with the most vacant land (Damonte Ranch and Pioneer Parkway) have a maximum residential density of 105 du/ac. The potential growth within these areas will be difficult to predict. However, utilizing proposed development data from the City of Reno, as well as using data associated with future development projections conducted by the Truckee Meadows Regional Planning Agency Regional (TMRPA) in the 2019 Regional Plan, there is the potential to anticipate an additional increase of over 4,000 residential units, and over 400 acres of nonresidential that will be added to the study area over the next 20 years. To help understand the potential growth of the study area it will be important to communicate with landowners, the City of Reno, Washoe County, and TMRPA to better understand and predict the potential growth.

VACANT LAND ZONING (940 ACRES)



Approved Tentative Maps in Study Area	
Name	Dwelling Units Remaining
Pecetti Ranch Townhomes	79
Damonte Ranch Village 21	80
Rancharrah Village 6A	12
Braesview Custom	23
The Village at ArrowCreek	124
Gateway at Galena	361
Total	679

Approved PUD's Residential Growth Potential in Study Area	
Name	Dwelling Units
South Meadows III	1,000
Rancharrah	300
Damonte Ranch	1,500
Double Diamond	200
Pioneer Parkway	750
Total	3,750

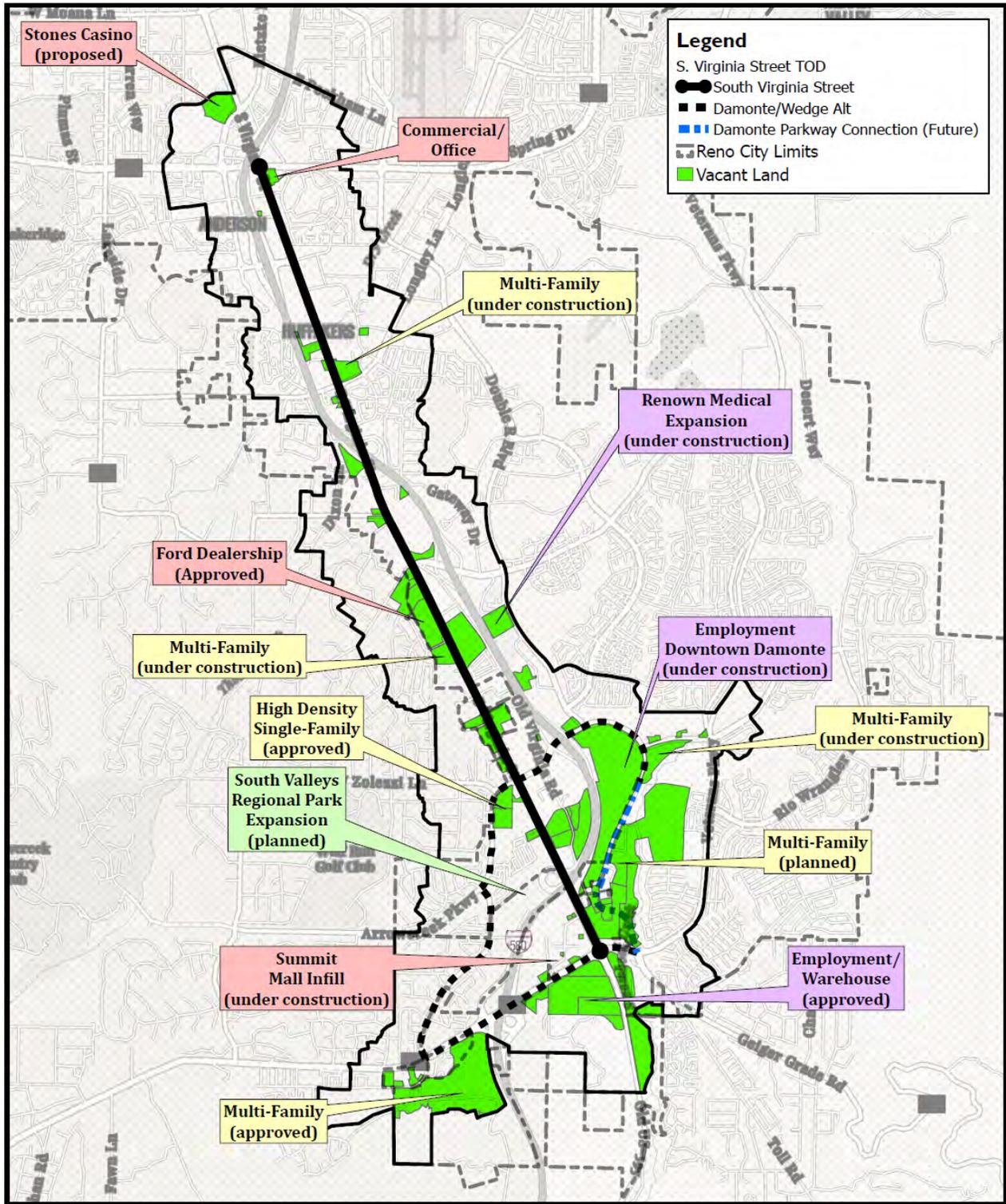


Figure 14: Vacant Land

Existing Demographics

The demographics within the study area will help to identify potential ridership and will be important to consider as riders in areas of high population, low to mid median income, and between the ages of 18-35 tend to be the population to most likely benefit from BRT. Analyzing the 2020 US Census data can help to understand the existing population but areas of vacant land should also be considered as these areas will most likely see the demographics change in the future.

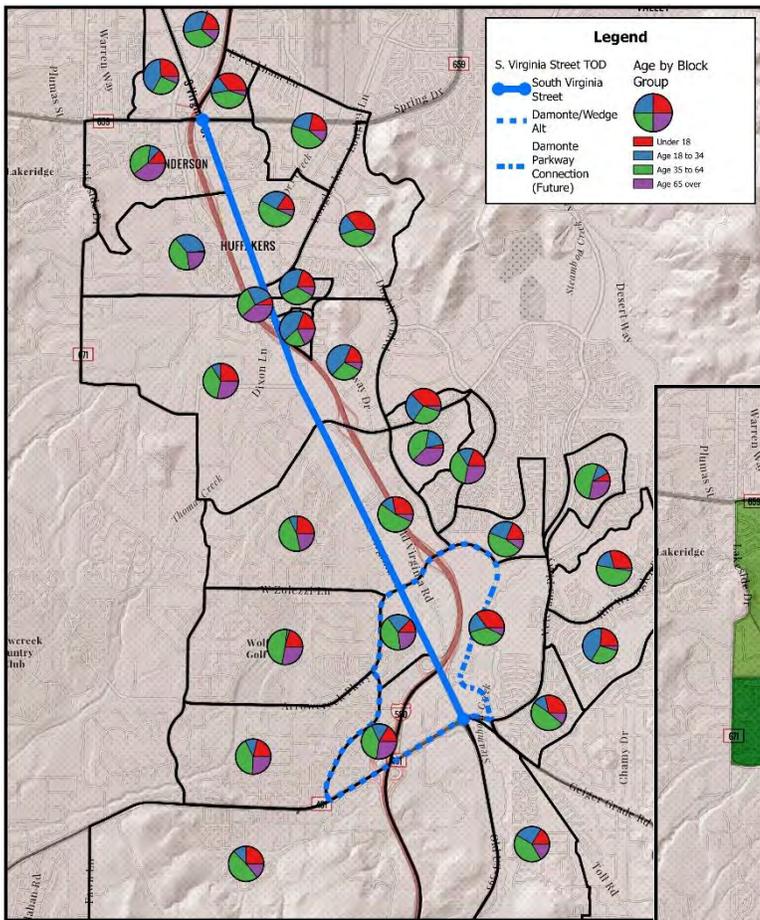


Figure 15: Age by Block Group

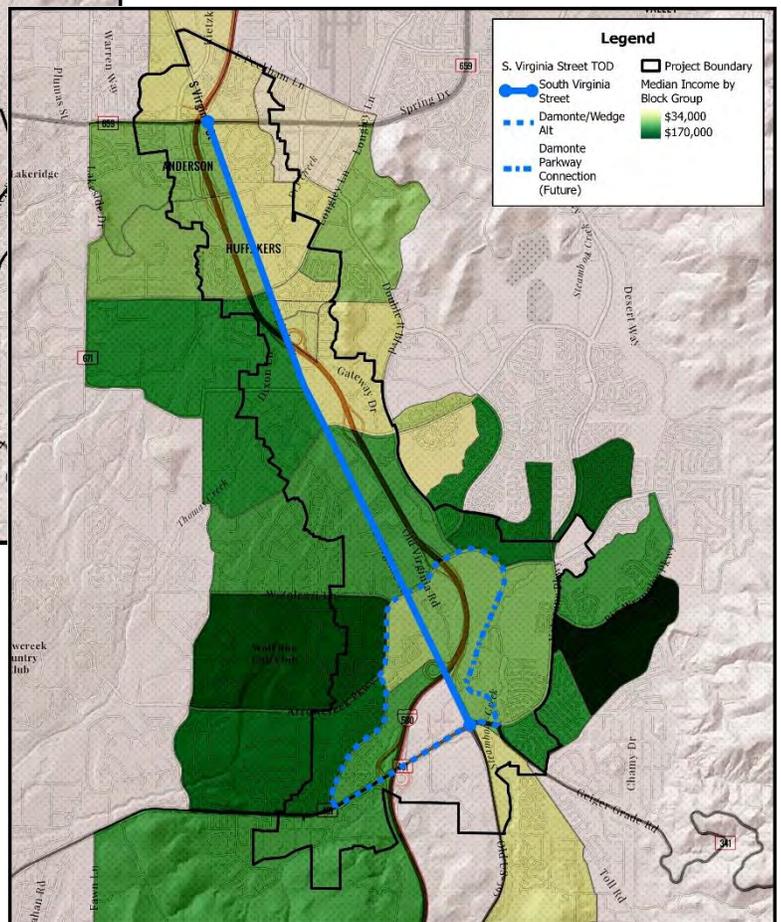


Figure 16: Median Income by Block Group

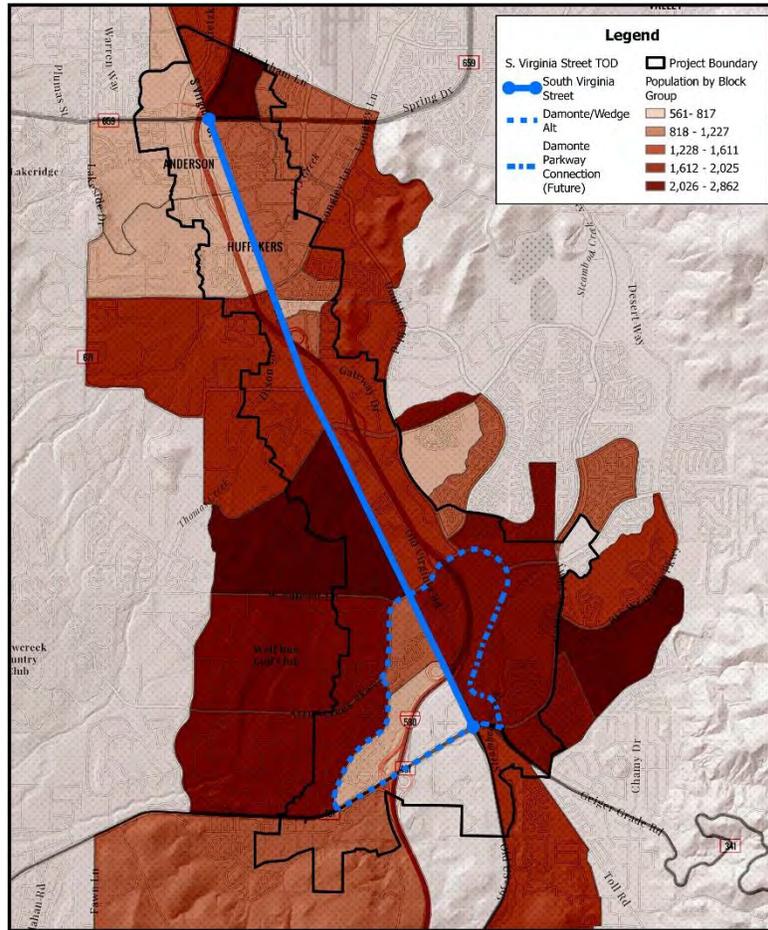


Figure 17: Population by Block Group

Existing Plans and Studies

The study area has been analyzed in several existing studies and future plans which may include portions of the study corridors. Therefore, it is important to recognize these plans and to coordinate resources where appropriate. This process ensures that this study considers the recommendations of previous plans and at the same time recognizes changing conditions in the study area and the ensuing changes to the relevance of some of these older documents. The *Transportation Plans and Studies Table* highlights the sections of documents that are relevant to the Virginia Street Corridor.

It should be noted that the Nevada Department of Transportation (NDOT) is currently conducting a Safety Management Plan from Mount Rose Highway to Patriot Boulevard that will focus on improving safety along the South Virginia Street Corridor. This study will communicate with NDOT Staff to coordinate any efforts to collaborate BRT improvements that are identified with this study.

Table 1: Transportation Plans and Studies

Transportation Plans and Studies			
Document	Owner	Description	Status
<i>Virginia Street Corridor Investment Plan</i>	RTC	<p>The Virginia Street Corridor Investment Plan identifies near term and long term transportation improvements that will be made along Virginia Street from North McCarran Boulevard to Mount Rose Highway. These recommended improvements will be included in the Regional Transportation Plan 2013-2035 for implementation. The study follows a context sensitive approach that identifies:</p> <ul style="list-style-type: none"> • Decision-making process • Virginia Street context, including geography and community values • Vision and goals • Area needs • Investment plan 	Final April 2014
<i>Transit Oriented Development in the Truckee Meadows: Bridging the Gap Between Planning and Implementation</i>	TMRPA	<p>The primary purpose of this paper is to assist stakeholders in the Truckee Meadows in bridging the gap between TOD planning and implementation. Accordingly, this paper contains four parts. Part I provides a brief macro-scale framework for TOD and serves as an introduction to potential policy considerations in the Truckee Meadows. Part II contains a more focused assessment of the current status of Centers and TOD Corridors in the Truckee Meadows.</p> <p>Building on the introductory framework in Part I and summary of current conditions in Part II, the bulk of the paper is found in Part III where policy, planning, and implementation approaches are considered that may better support TOD in the Truckee Meadows. Part III describes the current challenges facing transit-oriented development in the Truckee Meadows and presents a series of innovative approaches being employed in various metropolitan areas around the country. Part IV concludes this paper with a series of approaches for moving forward.</p>	Revised July 2009
<i>2050 Regional Transportation Plan</i>	RTC	The 2050 RTP identifies the long-term transportation investments that will be made in the urbanized area of Reno, Sparks, and Washoe County, Nevada, also	

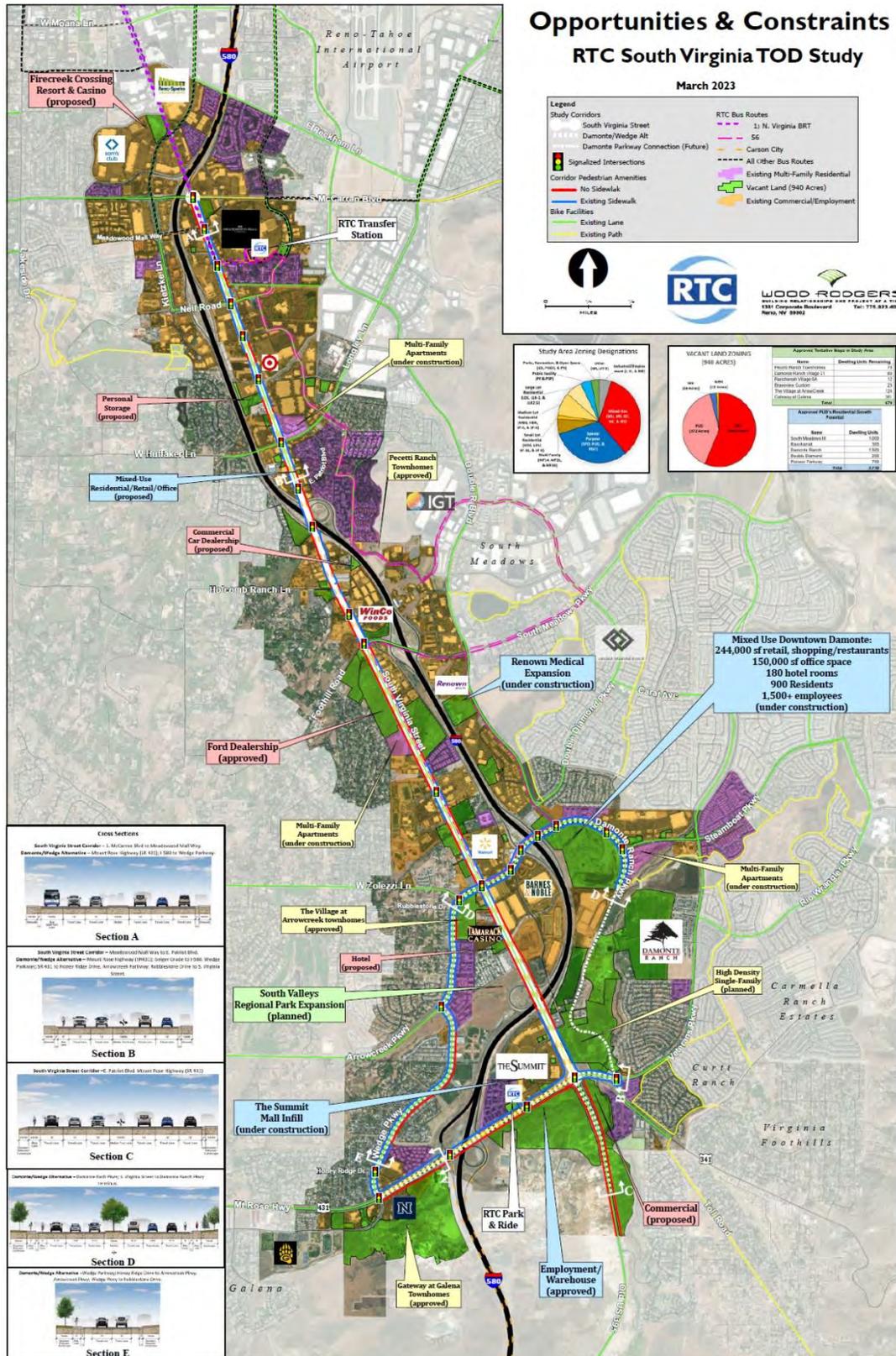
Transportation Plans and Studies			
Document	Owner	Description	Status
		known as the Truckee Meadows. The RTP presents transit investments such as the Virginia Street RTC RAPID project.	
<i>City of Reno Bicycle and Pedestrian Master Plan</i>	RTC	The Bicycle and Pedestrian Master Plan is part of the Regional Transportation Commission's (RTC) Regional Transportation Plan (RTP). The RTP guides transportation investments in Reno, Sparks, and part of Washoe County over a 20-30 year period. This Bicycle and Pedestrian Master Plan is the official policy document addressing the development of bicycle and pedestrian facilities for transportation purposes in the Truckee Meadows.	Final June 2017
<i>Bicycle, Pedestrian, & Wheelchair Data Collection Program Annual Report</i>	RTC	This 2017 Annual Report for the RTC Bicycle, Pedestrian, and Wheelchair Data Collection Program ("Program") provides a detailed review of bicycling, walking and wheelchair use at key locations throughout Reno, Sparks, and Washoe County. This ongoing collection of active transportation data supplements data for motorized traffic and transit ridership data to develop a more complete picture of overall travel behavior in our communities. The data collection methodology, collection times, and analysis factors follow the National Bicycle and Pedestrian Documentation Project (NBPDP).	Final 2017
<i>South Meadows Multimodal Transportation Study</i>	RTC	The purpose of this multimodal study is to identify needs and long-term transportation improvements for regional roads and intersections in the South Meadows area. This study focuses on traffic operations analysis and capacity improvements, safety improvements, pedestrian and bicycle connectivity, and transit service needs. The goals of the study are the following: <ul style="list-style-type: none"> • Improve roadway safety for all users • Plan regional roadway and intersection capacity improvements • Expand pedestrian and bicycle connectivity • Enhance public transportation connectivity and travel options 	Final April 2020
<i>Mt. Rose Corridor Plan</i>	NDOT	This Corridor Plan is focused on potential improvement concepts between Veterans Parkway and Douglas Fir Drive. This segment of highway forms a transition from an urban setting on the east to a more suburban and rural feel on the west. Mt. Rose	Final April 2022

Transportation Plans and Studies			
Document	Owner	Description	Status
		<p>Highway is a primary travel route from Reno to Incline Village and the Lake Tahoe North Shore, resulting in a mixture of local commuters and tourists utilizing the roadway.</p> <p>A critical area facing current and future congestion is the segment between S. Virginia Street and the Veterans Parkway roundabout. This segment serves as a primary connection to a significant residential area, as well as to SR 341, which provides access to Virginia City. Working closely with the RTC, the study team identified needed operational improvements to the existing roundabout. The improvement would not only enhance the operations of the roundabout, but also provide better lane utilization along the west approach.</p>	
<i>South Virginia Street Transit Oriented Development Corridor Plan</i>	City of Reno	The South Virginia Street Transit Oriented Development (TOD) Corridor Plan is divided into two sections: the Corridor Plan and Station Area Plans. The Corridor Plan describes the boundary, time frame, relationship to other plans and identifies policies for development within this TOD. The development concept, circulation, land use, and zoning that apply to the parcels are included in the plan for each station area. Development standards and processing provisions are included in the Reno Municipal Code.	Draft November 2006
<i>Reno Sparks ADA Right-of-Way Transition Plan</i>	RTC	The Reno Sparks Bicycle and Pedestrian Plan ADA Transition Plan of 2011 provides a roadmap to making pedestrian facilities accessible to persons with disabilities. The plan inventories bicycle and pedestrian ADA deficiencies, categorizes the severity of those deficiencies, and translates those determinations into sets of needs. Virginia Street deficiencies identified in the plan's analysis include transit stops, driveways, and sidewalk obstructions and deficiencies.	Draft 2019
<i>Transportation Optimization Plan Strategies (TOPS)</i>	RTC	The Transit Optimization Plan Strategies (TOPS) serves as the basis for changes to RTC's public transportation services over the next five years (FY23-FY27). It also sets out the work plan for RTC's Public Transportation Division during this period. This document analyzes the existing public transportation services operated by RTC. It also helps determine the merit for potential	Final July 2022

Transportation Plans and Studies			
Document	Owner	Description	Status
		transit routes connecting to or running parallel to the Virginia Street Corridor.	
Land Use and Area Plans			
<i>Truckee Meadows Regional Plan</i>	TMRPA	The Regional Plan describes the type, location, and pattern of growth and development that local governments and agencies in the region believe will best deliver the multiple aspects of quality of life desired by current and future residents of our area. In relation to the South Virginia Street TOD Study, this plan addresses infill development scenarios along the study corridor.	Final 2019
<i>ReImagine Reno: City of Reno Master Plan</i>	City of Reno	<p>The ReImagine Reno process was an opportunity to assess and explore trends and key issues that would influence the City’s future, as well as an opportunity to articulate a shared, community-wide vision for the future and to explore potential trade-offs associated with that vision. The result is a Master Plan that provides a road map for the City as it continues to grow and evolve. The Master Plan reflects the ideas, values, and desires of the community, aligning these with a range of plans, policies, and initiatives in place or underway in both Reno and the wider region. Moving forward, the Master Plan will help guide both day-to-day decision-making, short-term actions, and longer-term initiatives and strategies to achieve the community’s vision.</p> <p>This Plan describes existing conditions along the Virginia Street corridor as well as recommendations and implementation strategies.</p>	Final November 2021
<i>Washoe County Master Plan</i>	Washoe County	The Master Plan is used to determine the most desirable location of each type of development. The plan has policies and maps designed to define development suitability and conserve natural resources (e.g. protect critical environmental areas, define water resources, enhance visual and scenic corridors, etc.) It also includes growth forecast as well as policies and maps reflecting desires related to land uses and transportation. Finally, the Master Plan has standards and maps to guide provisions of public services and facilities. The public services and facilities	Final November 2020

Transportation Plans and Studies			
Document	Owner	Description	Status
		are implemented through the Capital Improvement Program.	
<i>Ozone Advance Path Forward</i>	U.S. EPA	The U.S. Environmental Protection Agency (EPA) establishes health-based National Ambient Air Quality Standards (NAAQS) for six criteria pollutants including ozone. Ozone concentrations are strongly linked to population, employment, and on-road vehicle miles traveled (VMT). Growth in these three categories increases air pollutant emissions and ozone concentrations. Ever since EPA promulgated the 2008 ozone NAAQS, the Washoe County Health District, Air Quality Management Division (AQMD) has been very proactive to encourage voluntary initiatives to improve air quality and avoid violating the ozone standard. Short-term initiatives targeted technology (i.e., smog check programs and clean school busses) and behavior (i.e., Employee Trip Reduction and Safe Routes to School). Long-term initiatives focused on shaping land use development patterns and the built environment. These initiatives were intended to increase transportation choices and reduce the impacts of on-road motor vehicles.	Updated April 2016
<i>Complete Streets Master Plan</i>	RTC	The purpose of the Complete Streets Master Plan is to identify the Regional Transportation Commission of Washoe County's (RTC) long range strategy for complete street treatments in the Reno-Sparks metropolitan area. This plan addresses: <ul style="list-style-type: none"> • Safety • Traffic flow • Connections for all modes of travel 	July 2016

Figure 18: Existing Conditions Executive Summary





TECHNICAL MEMO

Land Use Report

June 7, 2024



Prepared For



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INTRODUCTION

Plan Purpose

The South Virginia Street Transit Oriented Development Study's (South Virginia TOD) purpose is to analyze the need for future transit service in the South Virginia Street corridor (Corridor) from Meadowood Mall to Mt. Rose Highway based on regional demand, and current and future growth. The South Virginia TOD will also analyze the land use planning tools that will encourage a walkable, transit-supportive development pattern that meets the growth and development needs of the region.

The purpose of this Land Use Technical Memorandum is to provide an overview of existing land use, development patterns, and future growth scenarios and how they may influence transit service in the Corridor.

Project Goals

The goals of the South Virginia TOD are to:

- Promote multimodal transportation within the corridor
- Create continuity throughout the corridor
- Allow for the safe movement of all forms of transportation
- Improve transit service
- Encourage mixed use development

This memo focuses on the analysis and recommendations that would support the goals related to improving transit service and multimodal transportation options.

TOD Guiding Principles

- ✓ **WALK /CYCLE-** Provide infrastructure improvements along Virginia Street to improve the nonmotorized transportation networks in the corridor.
- ✓ **CONNECT** – Locate future transit stops in areas that promote walking and cycling to access transit and maximize corridor connectivity.
- ✓ **TRANSIT** – Expand transit service to better serve existing and future residents and employees along South Virginia Street.
- ✓ **MIX** – Encourage economic development and plan for mixed uses, income, and demographics.
- ✓ **DENSIFY** – Optimize density on vacant and infill properties and encourage redevelopment opportunities to support transit in the corridor.
- ✓ **COMPACT** – Optimize transit service in the corridor to improve ridership.
- ✓ **SHIFT** – Transform South Virginia Street to accommodate all users and increase safe non-auto mobility in the corridor.

RTP 2050 Transit Vision:

“Extend Virginia Line RAPID to Mt. Rose Highway Providing transit connectivity to employment, education, commercial, and residential centers in South Reno would improve access to opportunities, expand travel options, and encourage transit supportive development along South Virginia Street.”

STUDY AREA

The Corridor begins at its intersection with S. McCarran Blvd at Meadowood Mall and extends ±6 miles south to the Mount Rose Highway (SR 431) intersection. In addition to the Corridor, the Damonte Ranch Parkway and Wedge Parkway corridors are also included as these areas have seen recent multifamily development as well as current planned developments that have the potential to be transit supportive. The general study area follows these corridors and includes a walking distance of up to 1/2-mile as depicted in **Figure 1** below.

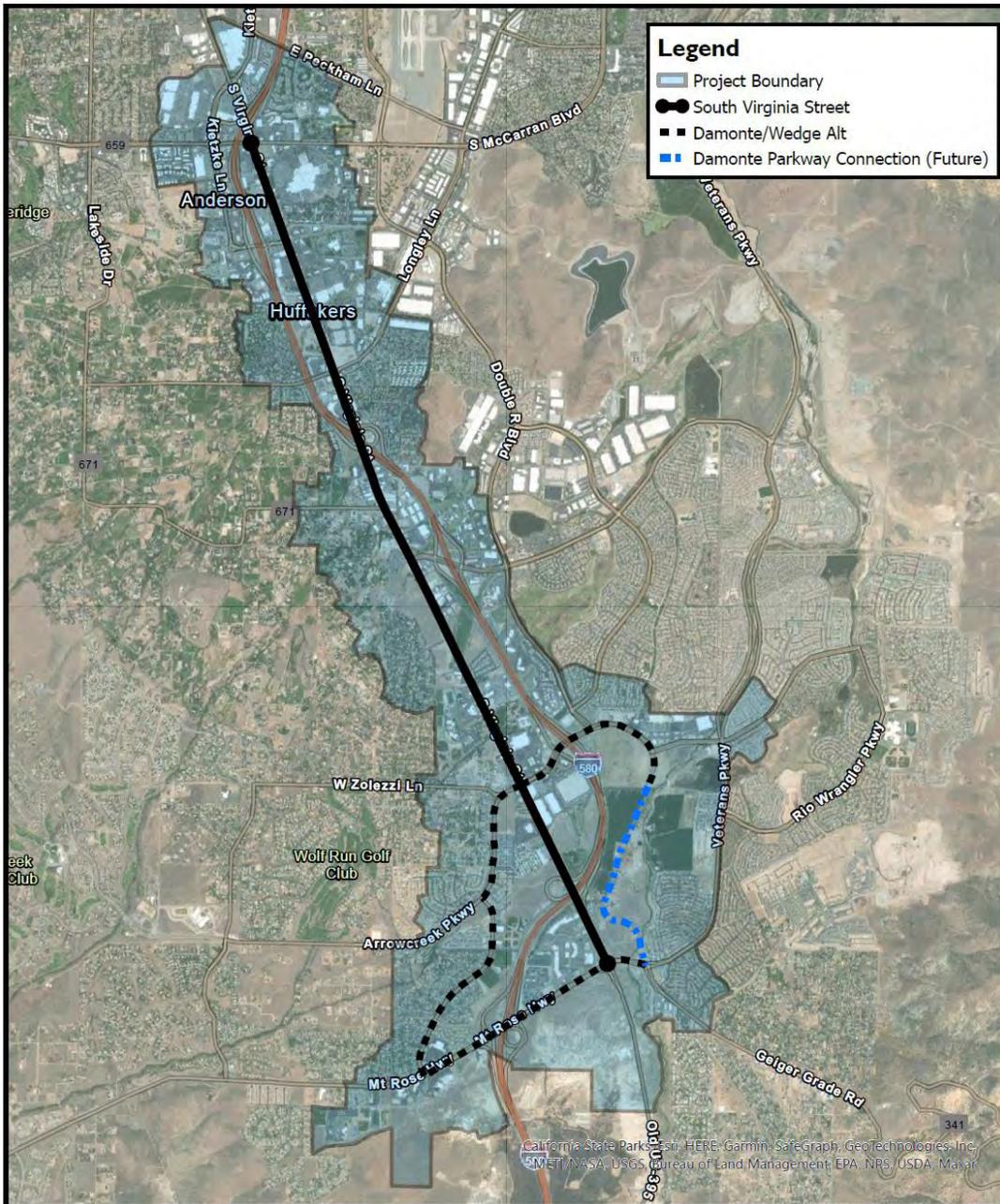


Figure 1: Study Area

Existing Transit in the Corridor

Transit services in south Reno, south of Meadowood Mall, are very limited compared to services along north Virginia, north of Meadowood Mall. RTC operates the existing Virginia Line Bus Rapid Transit (BRT) from the University of Nevada, Reno to the Meadowood Mall transfer center on 10-minute service intervals between 6 am to 1 am, and there are several connecting routes as well. Looking at South Virginia Street, RTC has limited service (**Figure 2** below) via Route 56 which deviates from South Virginia Street, and the RTC Regional Connector which is focused only on morning and afternoon commuters between Reno and Carson. Route 56 provides 30 min service from 5:30 am to 4:30 pm and hourly service from 5 pm to 10 pm.

South Reno continues to grow and transit service has not expanded to match that growth. It was noted during the initial project visioning public workshops that a few of the employers in South Reno struggled to retain employees as the lack of timely transit has created conflicts for employee schedules.

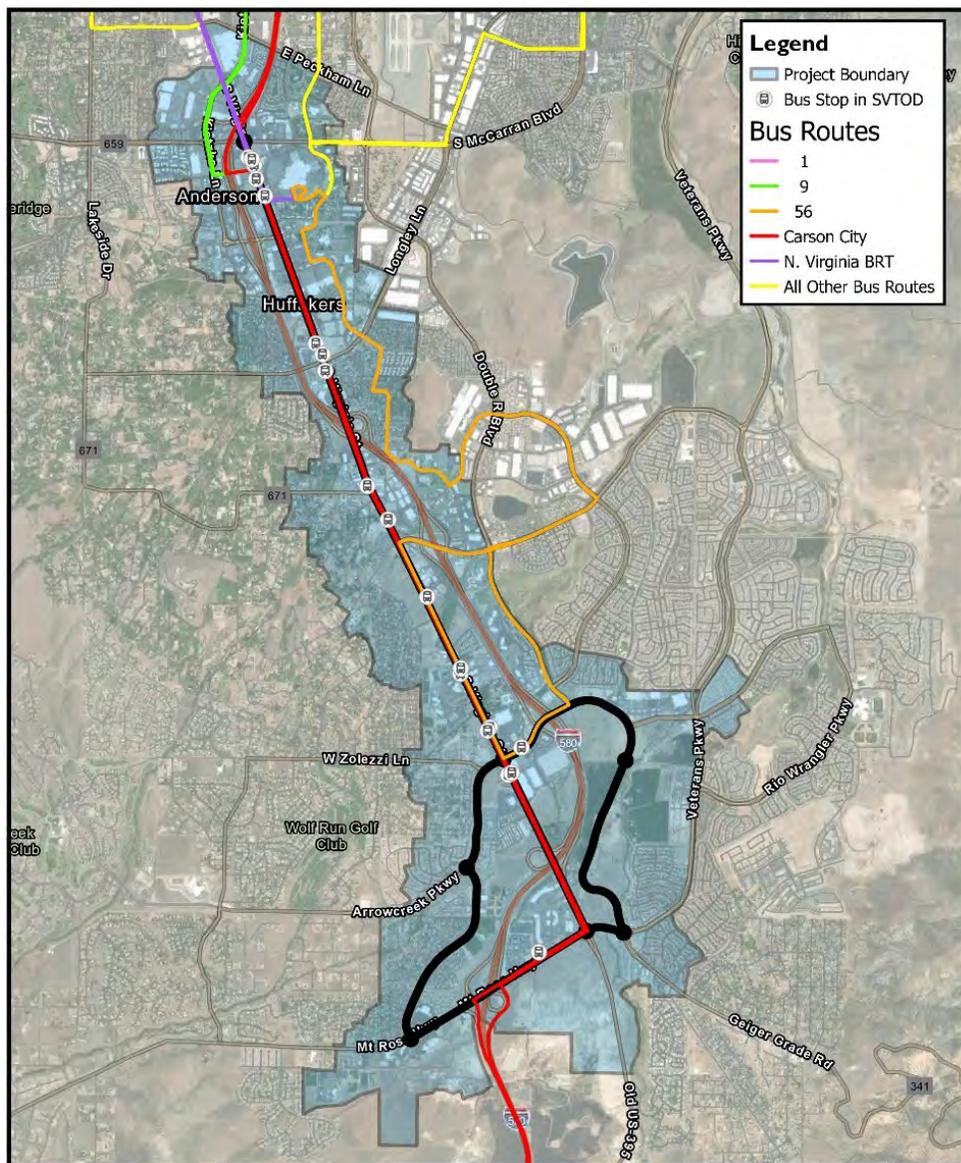


Figure 2: Existing Conditions

Existing Land Use and Historical Growth

Over the past three decades and post the completion of Interstate 580 (I-580), the stretch of South Virginia Street extending from S. McCarran Boulevard to the Mount Rose Highway (SR 431) has transformed from a rural highway linking Reno and Carson City into a suburban arterial connecting nodes of development. This transition has resulted in a diverse mix of land uses and outdated infrastructure that has not kept up with the regional changes. Over the past thirty years, from 1990 to 2020, the population in the study area exploded from a population of ±1,500 to ±43,000 people (US Census).

Pre 1990s the corridor was rural with limited development, some low-density large lot residential under Washoe County jurisdiction, and large ranch land. By 2000, the extension of US 395 (I-580 today) was under construction, planned developments in the South Meadows area were underway with planning of Damonte Ranch in process transforming the land use from rural to a typical suburb of Reno. The following decade, between 2000 and 2010 major master planned developments including Damonte Ranch, Curti Ranch, and Carmella Ranch began to take shape, along with the completion of the US 395 extension to Mt Rose Highway, changing South Reno into a very desirable community in the region.

Development hit a slowdown following the Great Recession but has largely recovered over the past decade as development in South Reno has exploded. Primarily fueled by the region’s growth in employment from Tesla and the Tahoe Reno Industrial Center (TRIC). The surge in development and population over the last decade has transitioned development patterns to higher density including smaller lots and an increase in single family attached and multifamily, a trend that is continuing for South Reno. **Figure 3** below provides a comparison of population and development patterns within the project study area over the past 30 years.

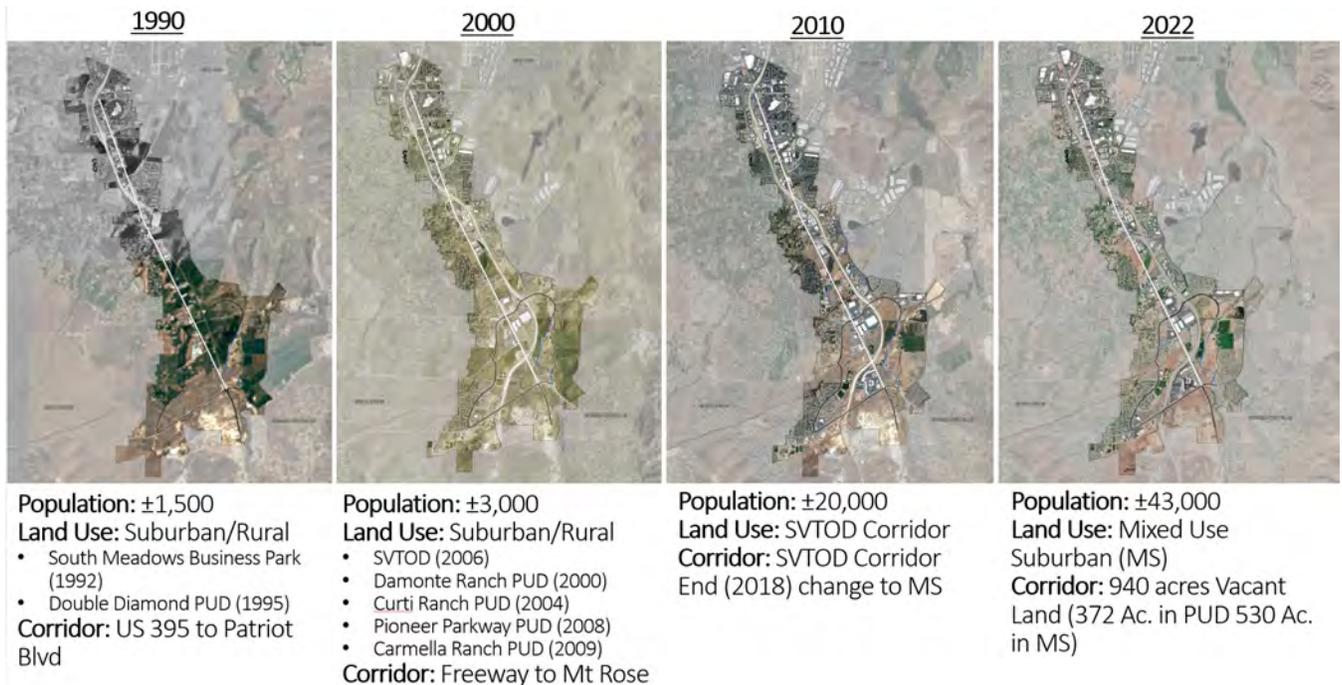


Figure 3: Corridor Population

Past Planning Efforts for South Reno

To keep up with development patterns, the City of Reno adopted a Transit Oriented Development (TOD) Plan for South Virginia Street in 2006 which changed the zoning along South Virginia Street to mixed-use to intensify development to support transit. Following the Great Recession, the market conditions led the City of Reno to rethink a variety of past planning efforts leading to the adoption of the 2017 *Reimagine Reno Master Plan*. As a result of the Reimagine Reno Plan, the 2006 South Virginia Street TOD Plan was removed and the TOD overlay zoning along the Corridor was converted to a zoning designation of Suburban Mixed Use. The zoning change was meant to keep, in theory, a transit supportive mixed-use zoning without needing an overlay with unlimited density and commercial floor area. However, the zoning change did remove the minimum density and commercial floor area requirements essentially opening the door for a broader range of uses including less transit supportive, low intense development. Master Planned Developments in South Reno remained as part of the Reimagine Reno Plan which have seen higher density (both single and multifamily units) completed or under construction the past several years in Damonte Ranch. The first mixed-use type development was recently announced for Damonte Ranch identified as 'Downtown Damonte'. The proposed mixed-use district will include retail, shops, restaurants, office space, and residential apartments (www.downtowndamonte.com). The Pioneer Parkway Master Planned Community south of Downtown Damonte on the future extension of Damonte Ranch Parkway has not yet started and would allow for additional high density or mixed-use development.

Reno's Projected Growth and Land Use Policy Environment for South Virginia Street

Reno is a fast-growing city within the booming Truckee Meadows region of Northern Nevada, which is expected to continue to grow as a result of the employment boom triggered by Tesla and TRIC east of Reno and Sparks. According to the Truckee Meadows Regional Planning Agency (TMRPA) the region is expected to grow by 100,000 people and over 80,000 jobs in the next 20 years. That growth will continue to influence the Corridor. As Reno continues to grow, regional planning efforts by TMRPA and the City of Reno continue to emphasize more sustainable development patterns (Reimagine Reno Guiding Principle 2-Responsible and Well Managed Growth) including focusing on infill and mixed-use development (Reimagine Reno Guiding Principle 4-Vibrant Neighborhoods & Centers) and improving multimodal connectivity (Reimagine Reno Guiding Principle 5-Well-Connected City & Region). City and regional planning efforts are further analyzed in the following sections as these documents specifically relate to encouraging TOD for South Virginia Street.

South Virginia Street's Role Within the Reimagine Reno Master Plan

Reno's master plan, Reimagine Reno identifies regional centers, corridors, and nodes that will support regional growth. Within that framework, planning for the Study Area is, wholly or in part, influenced and guided by multiple classifications. These classifications each have an Area Specific Policy related to each. The Area Specific Policies related to the Study Area:

- Is identified as a *Suburban Corridor* providing connectivity to a growing South Reno,
- Identifies the Meadowood Mall area as a connecting *Regional Center*,
- Provides connectivity to four *Community/Neighborhood Center* hubs,
- Connects two *Industrial/Logistics* or Employment Areas, and
- Connects *Outer Neighborhood* areas offset from the corridor itself.

Each of these Area-Specific Policies in the *Reimagine Reno Master Plan* includes descriptions of desired character, along with policy guidance for development density and land use typologies, which are discussed below.



Figure 4: Suburban Corridor

Area Specific Policy: Suburban Corridor

The Corridor is identified as a Suburban corridor (**Figure 4**). *Suburban corridors are auto oriented in character and serve areas generally outside the McCarran loop. A mix of higher density residential, retail, commercial, and other employment- and service-oriented uses is encouraged along suburban corridors. Although the corridor is classified as suburban, the Area Specific Policies that follow below support the gradual transition of the city’s suburban corridors over time by providing a greater degree of flexibility in development patterns and intensity in the near-term (as the S. Virginia Corridor transitions to an urban corridor), encourages nodes of higher-intensity development to enhance access to services, housing options, and support expanded transit service over time.*

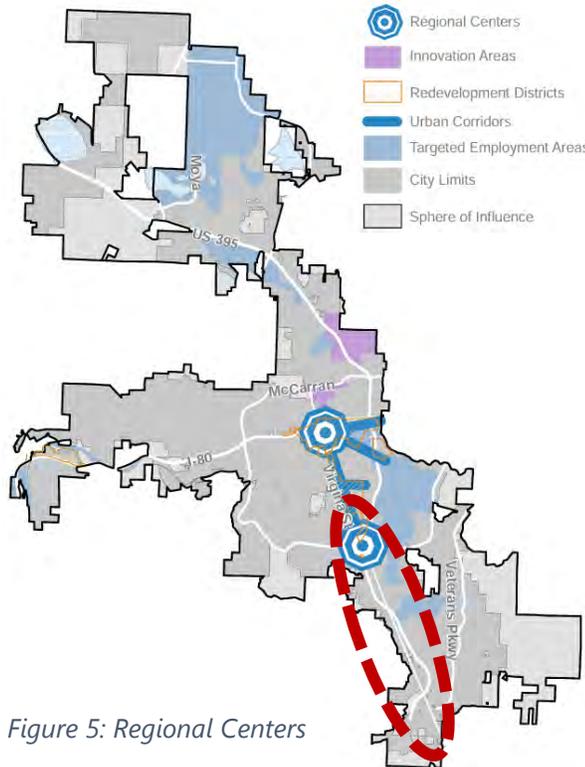


Figure 5: Regional Centers

Area Specific Policy: Employment Areas

(Industrial/logistics areas)

There are two Employment Areas adjacent to the Corridor (blue shaded areas in **Figure 5**). *Access to housing options and services within close proximity of industrial/logistics areas plays an important role in supporting live-work opportunities for the local workforce and reducing the need for cross-town trips. These employment areas and their connectivity to the Corridor may help influence the need for additional housing along the corridor, as well as generate additional transit ridership.*

Area Specific Policy: Regional Centers

The north end of the Corridor includes a Regional Center (**Figure 5**). *Regional centers serve residents of the City of Reno and the broader region, as well as visitors from across the state and country. Regional centers include a diverse mix of uses, including, but not limited to high-density office, residential, hotel, entertainment (including gaming), retail, and supporting uses. Regional centers are well-served by the region’s multi-modal transportation network and serve as a hub for service to other destinations within the region.*

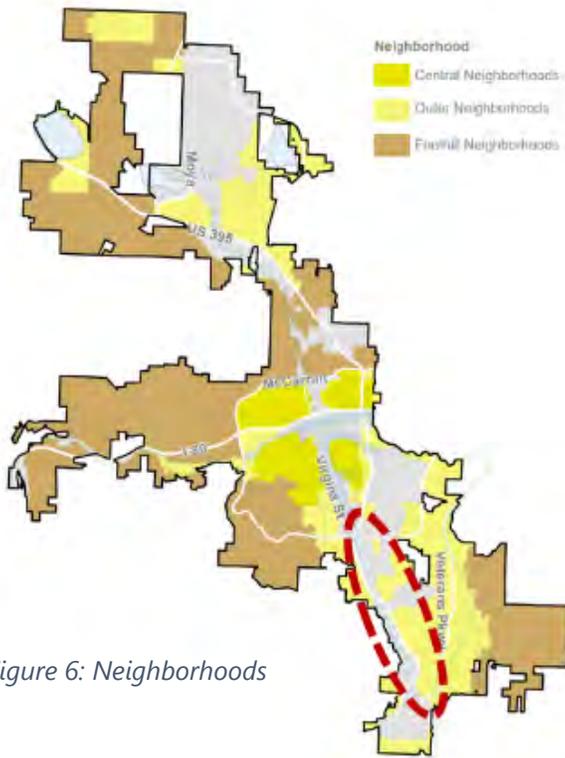


Figure 6: Neighborhoods

Area Specific Policy: Outer Neighborhoods

The Corridor provides connectivity for several surrounding outer neighborhoods (**Figure 6**). As outlined in ReImagine Reno, *Outer neighborhoods include the city's older suburban areas, generally outside or adjacent to the McCarran loop, as well as newer suburban developments. They are generally comprised of single family detached homes and have a cohesive character. While new development continues to occur in some outer neighborhoods, others are in need of revitalization and reinvestment. Significant capacity for future residential development lies in outer neighborhoods. Opportunities to encourage a broader mix of housing types and supporting non-residential uses and amenities in outer neighborhoods are encouraged in order to meet changing community needs.*

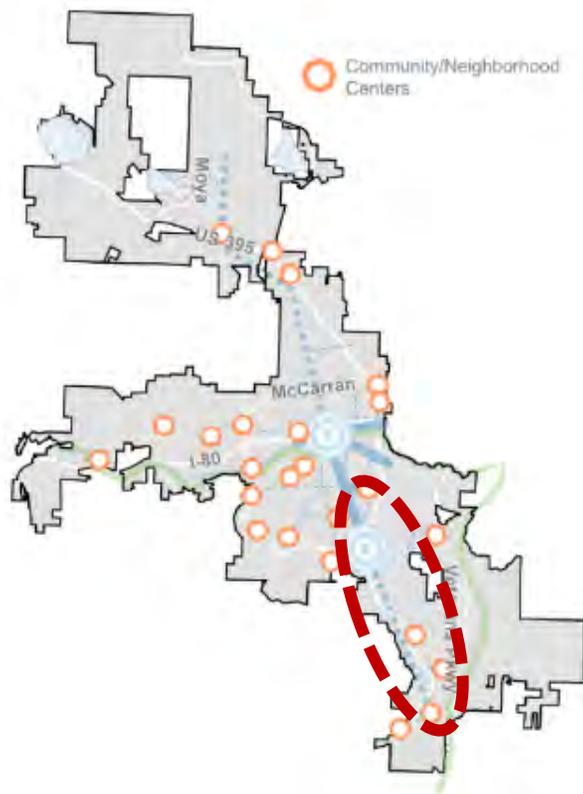
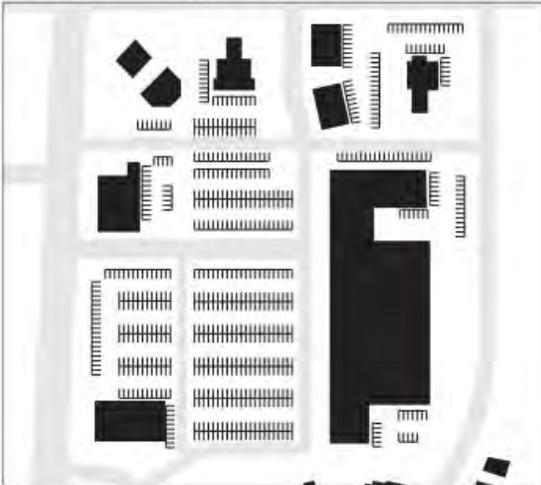


Figure 7a: Community/Neighborhood Centers

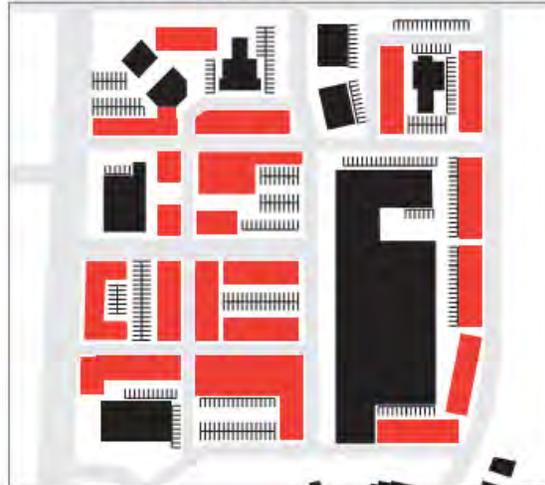
Area Specific Policy: Community/Neighborhood Centers

The Corridor includes several community/neighborhood centers (**Figure 7a**). *Community/neighborhood centers provide opportunities for supporting services (e.g. restaurants, cafes, small retail stores, medical offices) intended to meet the needs of the immediate neighborhood. Walkable, small-scale neighborhood centers exist in several of the city's central neighborhoods, while larger community centers such as those anchored by a grocery store or other large retail tenant may include a vertical or horizontal mix of residential and/or office uses in addition to retail/commercial uses. Community/ neighborhood centers should have a cohesive and pedestrian-oriented design that features public/community gathering spaces and enhanced pedestrian/bicycle connections to surrounding neighborhoods. The design principles that follow provide general guidance to support the revitalization of existing centers (**Figure 7b**) and the design of new centers.* The Corridor has several existing centers with large parking areas that have the potential for revitalization and added density and a greater mix of uses that would also help encourage transit supportive development.

Existing Community Center



Revitalized Community Center



Existing Neighborhood Center



Revitalized Neighborhood Center



Revitalization of Existing Centers. The diagrams illustrate potential opportunities for site improvements and infill on surface parking lots to accommodate a greater mix of uses and promote the revitalization of existing centers. To achieve required parking for uses that replace surface parking lots, tuck-under and/or structured parking are to be utilized.

Land Use Designation and Zoning

While the southern half of the Study Area includes some residential and related parcels along its western edge that lie within unincorporated Washoe County, most of the Study Area – including all parcels adjacent to either South Virginia Street - fall within the land-use policy jurisdiction of the City of Reno. Under *Reimagine Reno*, the

“SMU: Concentrated nodes of higher-intensity development are encouraged at major intersections, near existing or planned transit stations... Residential development at a density greater than 30 dwelling units per acre is appropriate in these locations “

- Reimagine Reno Master Plan 2021

dominant master plan designation for the Corridor is Suburban Mixed-Use (SMU), with zoning to match (MS, Mixed-Use Suburban).

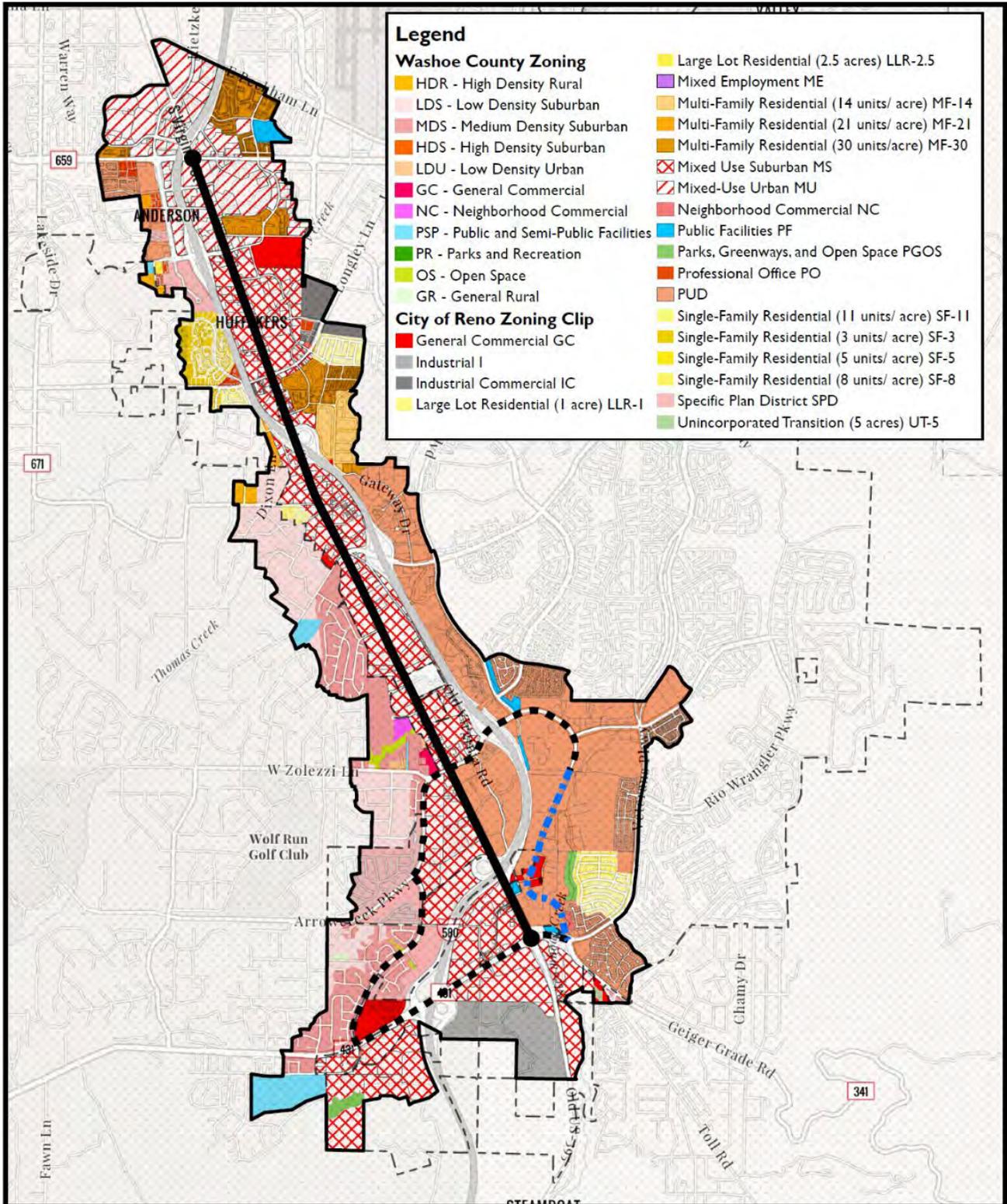


Figure 8: Zoning

The SMU master plan designation is described as follows in *Reimagine Reno*:

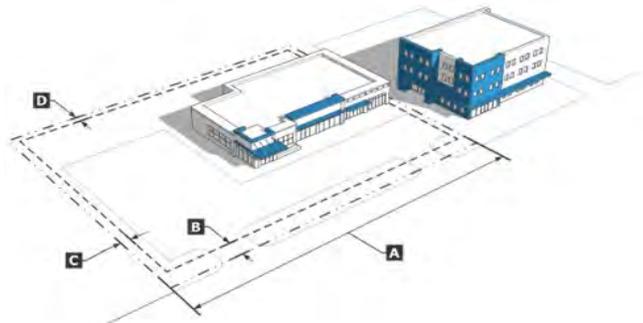
Low to moderate density with no minimum density requirements. Concentrated nodes of higher-intensity development are encouraged at major intersections, near existing or planned transit stations, and in other intensely developed areas of the city. Residential development at a density greater than 30 dwelling units per acre is appropriate in these locations.

Furthermore, the characteristics of the SMU master plan designation encourage transit supportive densities along the corridor. *Provides an opportunity for a broader mix of uses in a more suburban context while also preserving opportunities for higher-density infill and redevelopment in the future (for example, if transit services are expanded to serve the area).*

Although the SMU designation includes several conforming “Base Zoning Districts,” the Study Area is predominantly under just one, Mixed-Use Suburban (MS). Requirements for development in the MS zone is excerpted from the City’s zoning ordinance below:

18.02.308 MS: Mixed-Use Suburban Zoning

- (a) **Purpose** The MS district is intended to accommodate a mix of low-intensity, auto-oriented uses, while supporting the gradual transition of the city’s suburban corridors to a mix of higher-density residential, retail, commercial, and other employment- and service-oriented uses.



The MS zoning does not require a minimum or maximum for residential density or floor area ratio (FAR) and has very permissive setback requirements (if any, in some cases). There is no stated height limit, just a requirement for site review for buildings over 55 feet. These standards are conducive to transit-oriented development, which is often pushing the limits of allowable density. Unfortunately, the no minimum density and FAR presents a serious challenge to the type of zoning that would normally be a principal component of a set of transit-supportive land use policies as it allows for developments that are less transit supportive. To date the MS zoning along South Virginia Street has produced large scale autocentric developments including car dealerships with large asphalt parking areas, large industrial developments, and scattered multifamily projects with little to no multimodal connectivity to the surrounding area.

In addition to the MS zoning, at the south end of the Study Area Damonte Ranch and the surrounding areas have their own Planned Unit Development (PUD) zoning, which identifies specific land uses and standards for various parts of the master planned community. Similar to the MS zoning the PUD provides the upmost flexibility for use standards and would allow for a broad range of uses that may or may not be transit supportive. Unlike South Virginia Street, the Damonte Ranch area is the only node within the project corridor to date that has seen higher density development concentrated around commercial including the Downtown Damonte mixed-use development recently announced.

In conclusion, the *Reimagine Reno* Master Plan provides a framework for the Corridor to grow into a more urbanized corridor with a focus on node densification and supporting future transit and multimodal connectivity. The zoning within the corridor is largely where the disconnect occurs between what is being constructed in the corridor and the vision of the master plan as a result of a wide spectrum of what is allowed.

SUPPORTING TRANSIT ALONG SOUTH VIRGINIA STREET

One of the most important challenges to overcome to achieve a long-term vision of TOD along South Virginia Street relates to the current disconnect between land-use policy and actual on-the-ground development. Specifically, except the planned Downtown Damonte area, there seems to be little momentum favoring the development of compact, walkable, mixed-use built environments along South Virginia Street. To increase actual mixed-use development understanding the policies are only part of the equation. Understanding outside influences such as the private market, private landowners and developers, and the desire of the political jurisdictions to encourage shifts in development patterns have been and will continue to be the main components driving certain development along South Virginia Street.

Private Market Influences:

Development patterns along South Virginia Street have largely been left up to the private market with no standards or requirements for enhancing multimodal connectivity or setting minimum standards for mixed-use development. This has led to a mix of both transit supportive development: Multi-family developments, hotels, some walkable commercial (South Creek Crossing); and non-transit supportive development: Industrial park, recent increase in car dealerships. This creates a challenge for multimodal connectivity and continues to keep the corridor more autocentric. It also creates challenges for transit planning and understanding how future development patterns will continue. Given the broad range of uses allowed under the mixed-use zoning it is likely that development patterns will continue to change annually based on regional demand.



Private Landowners/Developers:

There are over 950 acres of vacant land and redevelopment opportunities as well as several planned projects in the Corridor (identified in **Figure 9**), some of which are planned to be more transit supportive such as the “Downtown Damonte” mixed-use development. Transit has not been a priority and is not at the top of mind for future development projects. Continuing to explore opportunities for partnerships, incentives, and garnering support around a vision for future multimodal connectivity and its benefits will be key to helping shape future development patterns. With the current flexibility of mixed-use zoning landowners and developers will lean more towards keeping it that way and will not favor new regulations or zoning standards that may limit their options for a future project or land sale.

Political Influences:

The City of Reno is underway on zoning code updates and City staff has indicated that there has not been a desire to make a shift to require minimum density and commercial floor area requirements or limit uses to encourage TOD for the Suburban Corridors. It was expressed by City staff that the TOD plan from 2008 was removed as part of the 2017 *Reimagine Reno Master Plan*, and the Suburban Mixed-Use zoning would allow for more TOD without minimum standards. There was no indication from City of Reno staff that changes to the zoning code would be considered to try and support TOD in the near future within the Corridor.

NDOT:

The Nevada Department of Transportation (NDOT) has a Safety Management Plan underway within the Study Area that is exploring future multimodal enhancements within the South Virginia Street right of way, which is

controlled by NDOT. Leveraging the partnership with NDOT to continue to improve multimodal enhancements in the corridor will be key to supporting future transit and overall connectivity for bike and pedestrians along South Virginia Street. Enhanced roadway improvements may also increase the likelihood of more mixed-use type developments.

Encouraging TOD without the help of more defined zoning tools will require focusing on nodes that have the most potential to support transit rather than the entire corridor; education on the benefits of TOD's, public and private partnerships, and leveraging incentives that can help influence development patterns, as well as working with agency partners such as NDOT to improve multimodal connectivity through infrastructure projects. These tools will allow the existing zoning to remain while influencing more transit supportive developments along the nodes identified in the *Reimagine Reno* Master Plan.

The benefits of TOD for the corridor:



Reduced Traffic Congestion: Enhanced public transit options like BRT which can significantly decrease the reliance on personal vehicles, leading to less congested roads and smoother traffic flow.



Health and Lifestyle Improvements: Reduced pollution levels and the promotion of more active modes of transportation, like walking and biking to transit stops, can contribute to healthier bodies and minds in the community.



Environmental Advantages: Public transit systems are instrumental in reducing greenhouse gas emissions and local air pollution, contributing to a cleaner, healthier urban environment.



Local Economic Growth: Effective transit not only boosts property values and business attractiveness but also stimulates broader economic development by better connecting industry to the workforce it relies on.



Increased Social Equity: A well-implemented transit system democratizes mobility, offering more equitable access to employment, education, and services across all socio-economic groups, especially when connected with affordable housing efforts.

The following sections further analyze the characteristics of and opportunities for future transit supportive development along South Virginia Street.

Characteristics of Transit-Supportive Development

A transit system and the built environment it operates in are mutually dependent when it comes to realizing the above benefits. Even the highest quality vehicles, stations, and operating systems may not attract a sizable number of riders away from auto-reliance unless the surrounding land uses and public infrastructure are thoughtfully designed to support, and benefit from, that transit.

This means thinking about how we design our neighborhoods – from the placement of buildings to the mix of shops, homes, and places of work. Ensuring that station areas have sufficient headcounts to generate rides is only one part of an equation that also involves factors like non-auto connectivity, physical orientation of uses, safety, and aesthetic desirability; it's about creating vibrant, attractive areas that naturally and safely encourage transit use. Here, we will explore the key elements that make up a transit-supportive neighborhood and why getting these details right is crucial for the success of future transit service and to help achieve broader regional goals and policies.

Compact and Focused Development

General Compactness: Compact development, as opposed to very low-density development, supports transit systems by efficiently utilizing land. This approach creates walkable, interconnected neighborhoods, facilitating public transit use. People and destinations are the life's blood of transit ridership, and compact design means more individuals and potential destinations per acre of corridor land.

Focused Intensity Near Stations: An outcome to the criteria of compactness is that station areas should emerge as pulse points of activity and development density. Because BRT systems do not make stops between established station areas, corridor-adjacent properties that are not within walking distance of a station typically do not contribute much to ridership, either in terms of resident riders or destinations for BRT passengers.



Development density is therefore less critical for non-station stretches of corridor (meaning that low-density auto-oriented uses interested in locating on the corridor should be steered to non-station areas to the extent possible). Pleasing, human-friendly architecture, landscaping, and site design near stations is critical for making the required density palatable, and even attractive to residents and neighbors.

Mix of Uses

A mix of residential, commercial, and recreational spaces within walking distance of transit stations can enhance livability and encourage transit use. Not every station needs to include a full mix of residential and commercial uses, but primary stations that serve as end of the line points or multi-modal transportation hubs certainly should.

The mix of uses can be horizontal (side-by-side) or vertical (e.g. apartments above ground-floor commercial), as dictated by the market and developer preferences, so long as stations can potentially serve a variety of potential riders and destinations. In addition to smoothing out the distribution of passenger demand across stations and dayparts, mixed-use environments can enable shared parking opportunities and increase the vibrancy and activity levels around stations (which can also have safety benefits).



Pedestrian and Bicycle-Friendly Design

Safe, convenient pedestrian and cycling infrastructure is vital to encourage transit use and support a healthy community. This criterion is most important directly adjacent to station areas, physically connecting passengers with the station platforms to and from buildings, trails, or parking areas. Design details for those last hundred feet of connections may only appear closer to the actual opening of the system, but the wider network of bicycle/pedestrian trails, crosswalks, walkways, lighting, and other elements, both along the route and into the city at large, should be planned for and in place well in advance.



Connectivity and Accessibility

Easy and direct access to transit stations from a variety of other transportation modes is key for a successful TOD. This criterion overlaps with the last in its emphasis on trail networks and other forms of bike/ped connectivity, but crucially also extends to local non-BRT bus route connections. Shuttle services to hotels and workplaces located outside the corridor should also be cultivated and accommodated to and from major stations. Increasingly, station areas will also need to plan for ride-share and other taxi-like travel modes with convenient, non-disruptive pick-up/drop-off zones (a category of accommodation that will likely grow to include driverless cars).



Affordable Housing

Incorporating affordable housing near transit stations is critical to attract and support transit-dependent populations, such as lower to middle-income riders. In the Reno-Sparks metro, awareness and appreciation of transit is currently limited to lower and middle-income populations that already rely heavily on transit to get around. While increased awareness and acceptance of transit may grow through education and promotion efforts, operational feasibility of a South Virginia transit line will depend on the ability of significant numbers of transit-users to find housing they can afford near future station areas. Most cities with effective transit service consider transit access and housing affordability to be integral components that work together as part of a comprehensive approach to building social equity.

TOD Opportunities for the South Virginia Street Corridor

The Corridor, while predominantly suburban, includes a mix of vacant parcels and potential redevelopment sites. Currently, there are over 230 acres of identified vacant land and redevelopment opportunities as well as over 500 acres of planned developments along the Study Area as identified in **Figure 9**. Until quite recently, almost all developments along the inner portions of the corridor were commercial – ranging across retail, auto dealerships, low-rise office, lodging/casino, and light industrial. More recently over the past five or so years Reno, like much of the Western U.S. experienced a boom in multifamily residential development. Examples of which can now be found along the central portions of the corridor amid commercial uses. In fact, many of the remaining empty land assemblies and identified redevelopment possibilities include medium to high density residential as part of the proposed use plans. Planned developments are primarily concentrated around Damonte Ranch. While some planning and design has been discussed much of the acreage has yet to see actual building permits filed and could change depending on market conditions.

Some of the more notable opportunities for a future TOD include revitalizing existing centers as outlined in the *Reimagine Reno* Master Plan such as Meadowood Mall and Summit Mall where large parking areas could be converted to vertical parking with additional commercial added. There is one TOD mixed-use development planned in the corridor on Damonte Ranch Parkway, Downtown Damonte, which could provide a great opportunity to work with the developers to better serve that planned project in the

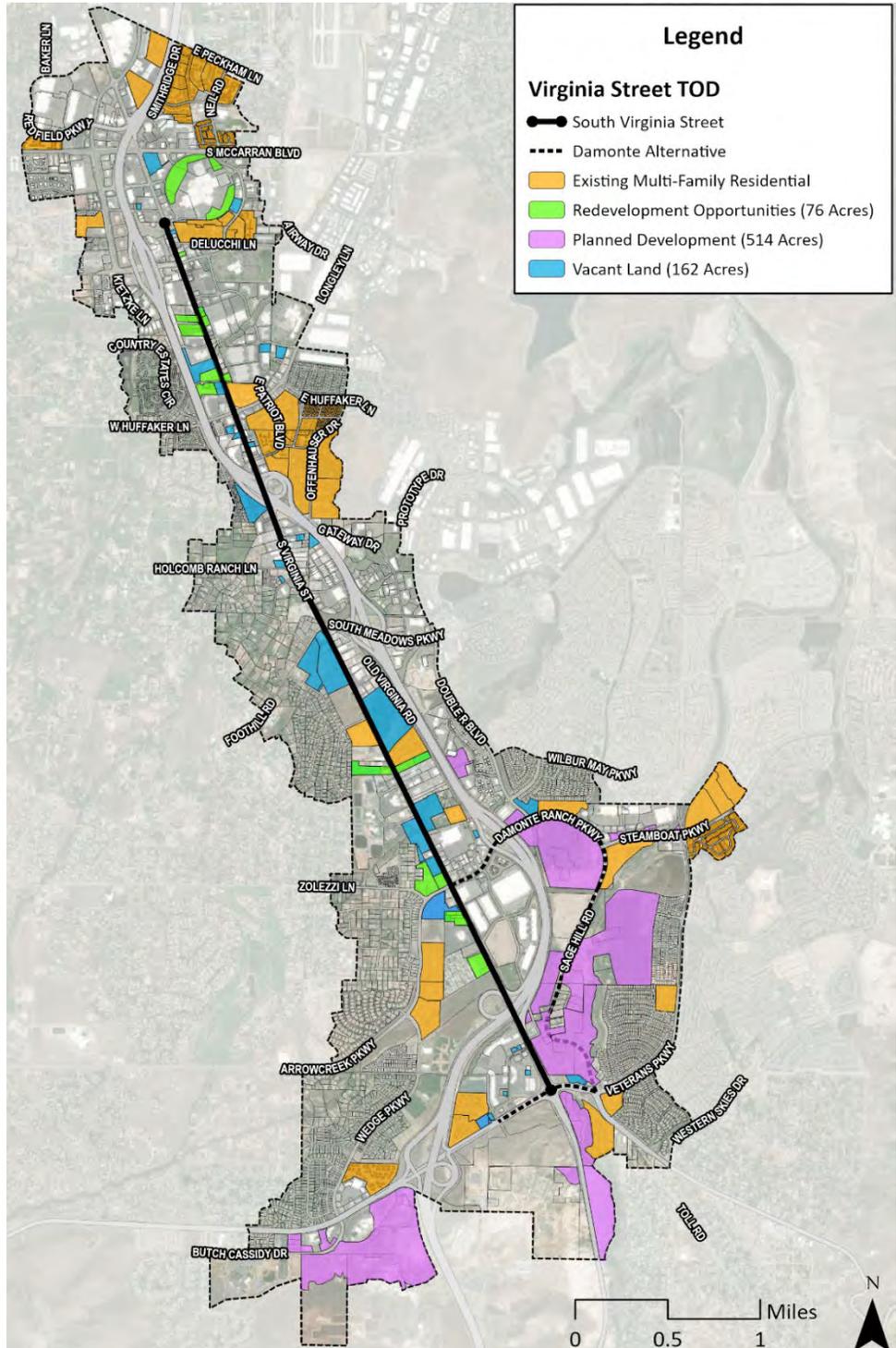


Figure 9 – TOD Opportunities

near future. These notable TOD projects are further described below and would provide a great opportunity to create book ends for the corridor to help encourage transit ridership and improve the potential for expanding the Virginia BRT line south of Meadowood Mall.

Opportunities for Infill/Revitalizing an Existing Center – Meadowood Mall

Though they include a concentration of lower-paying jobs and are popular travel destinations for shoppers, suburban shopping malls like Meadowood, near the northern end of the Study Area are not developed with transit service in mind. Although Meadowood is, in fact, the southern terminus of the existing Virginia Street BRT line, that station area is within a commercial development dominated by surface parking and auto-oriented interior transportation facilities.

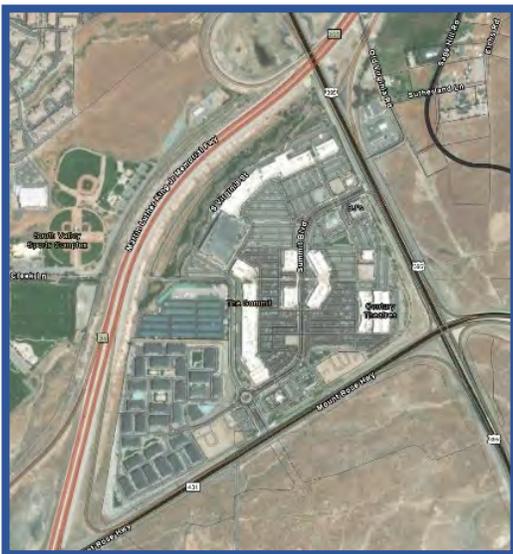


In the near term, that property may continue to expand its bike and pedestrian amenities and other transit-supportive design accommodations, which should help improve its functional role as a potential multimodal hub. Over the longer planning horizon,

Meadowood is a good candidate for more dramatic redevelopment, following in the path of many aging suburban enclosed malls across the country - shifting away from a purely retail destination function to a mix of land uses including residential, scaled-back and more neighborhood-serving retail, along with "other" uses and services that could include educational, medical, entertainment or even tech-oriented employment.

With a property roughly the same size as the planned Downtown Damonte (nearly 70 acres within the mall perimeter road), such a repurposing, if planned with transit service as an integral component, could make the Meadowood Mall property an excellent source for (and beneficiary of) future BRT ridership.

Opportunities for Infill/Revitalizing an Existing Center – Summit Mall



The tentative southern terminus for the proposed system extension would be located within a regional lifestyle retail center known as The Summit Mall. The center, largely completed in 2007, includes some 65 stores with just over 500,000 square feet of surface-parked retail space. Adjacent to the retail, a 132-room upscale Hyatt Place hotel is under construction, due for completion later in 2024.

Also adjacent, just south and west of the retail center, but within easy walking distance to a likely BRT station location, are the recently completed (2019) Innova apartments, with 581 units. Apartments in the project are primarily market-rate, but 10 percent of units are reserved as affordable. Alongside the apartments is a 100,000-square foot self-storage facility and a park-and-ride surface lot serving existing bus system riders. Just to the south, across Mount Rose Highway, approximately one

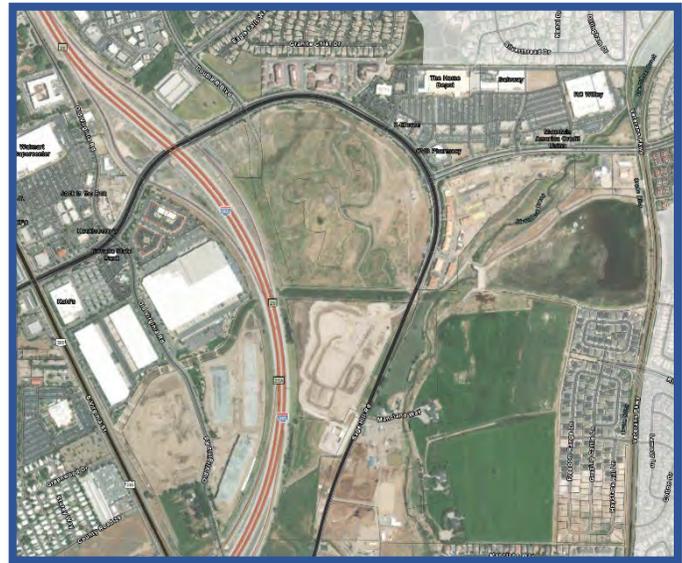
million square feet of industrial space is under construction, with plans for additional future industrial or commercial on the remaining land parcels.

While the development at this node is quite suburban in density and layout, the property does represent a concentration of possible transit-dependent employment in the retail and hospitality sectors, with future additions of industrial employees likely to be less transit-dependent. In combination with residents from the large apartment project, the site has the potential to contribute significant ridership to a future BRT terminus station.

Because of the relatively recent vintage of retail development on the site, this node may not have as much potential in the foreseeable future for aggressive, blank-slate redevelopment as the older Meadowood Mall property (previously discussed). That said, the abundance of surface parking could be viewed as land with at least some good mixed-use redevelopment potential, including added housing density, over the long term – provided some structured parking is added to the mix.

Planned TOD Development - Downtown Damonte

The most important single Study Area planned development, in terms of transit-supportive land use, is Downtown Damonte, the planned mixed-use focal point for the broader Damonte Ranch cluster of residential development in south Reno. The developer partnership of Nevada Pacific Development Corp. and The Di Loreto Companies describe the project in their site planning materials as “a walkable canvas of dining, housing, office, retail, medical, recreational, and commercial opportunities with a target occupancy date of late 2024 to early 2025.”



That 73-acre project, as proposed, would include up to 900 residential units – almost one quarter of the total residential unit development in the larger Damonte Ranch master-planned development. As such, the Downtown Damonte area alone could account for as many future added residents as are projected for the entire northern two-fifths of the Study Area, above Foothills Blvd./South Meadows Pkwy.

The mix of uses in Downtown Damonte would be primarily horizontal in nature, as opposed to a vertical mix having living units above storefront retail. As of late 2022 site plans, there would be 244,000 square feet of retail in the form of specialty shopping, dining, and bars, together with 150,000 square feet of class A office space. Adding to this trip-generating potential would be 180 new hotel rooms.

Adjacent to Downtown Damonte are parcels under development as a technology campus to be either wholly or largely occupied by Ridgeline Inc., a financial technology company that is anticipated to have more than 1,500 employees. That campus is very likely to be surfaced parked and not particularly compact – built to serve a workforce primarily expected to commute in by automobile. Nevertheless, it represents a large pool of relatively concentrated workers, some of which could be attracted to conveniences of BRT over time.

In short, Downtown Damonte, despite not being a prototypical pedestrian-focused TOD (or even directly reflecting the possibility of a transit station in its planning materials), has a great deal of promise for being a TOD catalyst

given its planned future density of housing units, employment, and likely clustering of dining and shopping. While employees of the development's lodging and retail establishments would be possibly transit-dependent, most of the new pool of prospective riders would likely include mostly riders-by-choice, given the upscale nature of most of the conceived project components for the site. As such, converting that planned new density into future transit ridership would require a significant increase in awareness and acceptance of mass transit use among the higher wage earners likely to make up the majority of new residents, shoppers, diners, hotel guests, and office employees in Downtown Damonte.

How Supportive of Transit are the Current and Expected Patterns of Corridor Development?

The following table summarizes how the existing and likely future built environment stack up against criteria for being transit-supportive. Because most station area locations are still tentative at this point, commentary relative to potential individual stations is necessarily limited.

Table 1: South Virginia Context Relative to Criteria for Transit-Supportive Development

<i>How transit-supportive? (1=not at all, 2=slightly, 3=moderately, 4=strongly, 5=very strongly)</i>			
Criteria	Current Context	Trajectory	Notes
Compact & Focused Development	<p>1 to 2 – overall</p> <p>3 - some multifamily and industrial areas (depending on station location)</p>	<p>4 - Downtown Damonte, as proposed.</p> <p>1 to 3 overall, moderately supportive in multifamily and industrial/employment areas</p>	<p>Some recent multifamily developments have increased the overall corridor density, but none are particularly compact, from a typical TOD perspective. There is considerable job density overall in the industrial areas east of Sierra Center Parkway, though development is not particularly compact. In general, patterns of density are more randomly distributed than focused at likely station areas</p>
Mix of Use	<p>1 to 2 at likely station areas overall.</p> <p>3 at Meadowood Mall terminus area and a few other potential station areas (Longly/Huffaker, McCabe, South Meadows Pkwy and Damonte, but far from likely future transit station areas)</p>	<p>4 at Downtown Damonte, as proposed</p> <p>1 to 2 over much of the remaining corridor</p>	<p>Though the corridor includes an impressive mix of uses overall, there are few developments near possible transit focus areas featuring a real mixed-use type development outside of the proposed Downtown Damonte. Most multifamily developments are separated by horizontal commercial or industrial uses, and generally are not well connected to services.</p>
Pedestrian & Bicycle-Friendliness	<p>1 to 2 overall</p>	<p>3 to 4 at Downtown Damonte (Potential for 5 should NDOT implement separated facilities as identified by the South Virginia Street Safety Management Plan)</p>	<p>Nearly the full extent of South Virginia Street is flanked by sidewalks in the north with little sidewalks found south of Patriot Boulevard, but except in a few areas around new developments. Where sidewalks exist these are directly adjacent to the busy arterial traffic and interrupted frequently by curb cuts. Crosswalk protection and lighting are inconsistent. Some bike trails can be found intersecting S. Virginia, but not along it. Plans for Downtown Damonte reference being ped/bike friendly, but few details are available. NDOT is in the process of a Safety Management Plan for South Virginia, which has proposed a separated bike path and larger sidewalks.</p>
Connectivity	<p>1 to 2 overall</p> <p>2 to 3 at Meadowood Mall</p>	<p>3 to 4 at Downtown Damonte</p>	<p>Unlike older parts of Reno surrounding the existing Virginia St. BRT, South Virginia lacks an urban grid of surrounding local streets, instead relying on a loose network of parkways, partially connected streets, and private roads built to satisfy one or two developments at a time with little regard for overall connectivity. Meadowood Mall serves an intermodal function for 2-3 local bus lines, providing access to the North Virginia BRT.</p>
Housing Affordability	<p>1 to 2 overall</p>	<p>1 to 2 over much of the corridor</p>	<p>Several Affordable housing projects exist but almost all have no access to transit. Establishing reliable transit service along S. Virginia Street will help to incentivize more affordable housing projects.</p>

Future Development Scenarios

Looking to the future, the TMRPA and the 2022 Washoe County Consensus Forecast anticipates the county to grow at a rate of 0.92 percent. This would result in an increase in population of 98,299 and an increase in employment totaling 38,000 jobs from 2022 to 2042. Considering the range of development that is allowed in the zoning that was discussed earlier, and considering there are over 700 acres of vacant and redevelopment opportunities, the amount of growth that is absorbed within the study area will depend on the type of development that occurs in these areas. Therefore, the best way to plan for future growth will be through analyzing several development scenarios. These scenarios will help to predict the types of population and job growth that the corridor can anticipate over the next 20+ years to help better predict the type of transit that can be supported.

The following scenarios are based on the Traffic Analysis Zones (TAZ) that intersect the study area. From the TAZ the forecasted population growth and job growth were then projected based on specific scenarios impacting land use changes within the opportunity areas within the corridor. The data originated from the Truckee Meadows Regional Plan projections and were modified based on growth scenarios further described in the Scenario Growth Opportunity by TAZ Group Table on page 22. In all a total of ninety (90) TAZ were analyzed as part of this process. Under each scenario specific population growth rates and job rates were applied to the existing TAZ totals based on the opportunity areas identified in Figure 9. Figure 10 shows groups of TAZs that were analyzed for growth potential based on opportunities for future development and an estimated increase in population and employment were calculated for each TAZ group based on a certain percent increase in population (Scenario 1 – 1%, Scenario 2 – 1.5%, and Scenario 3 – 2%). A comparison of the scenarios and change in each TAZ group by scenario are provided on the following pages.

It should be noted that these growth scenarios will be used to model future transit routes and the anticipated ridership. While the types of development proposed in these scenarios directly impact the population and job growth, the total population and jobs will help to determine the type of transit that can serve the study area.

Existing South Virginia Street Corridor	43,000 ¹
Future Growth Scenario 1	58,000
Future Growth Scenario 2	64,000
Future Growth Scenario 3	75,000

¹Based on 2020 US Census Tracts in the study area.

Table: Scenario Growth Opportunities by TAZ Group

TAZ Group	Future Employment Growth - Scenario 1	Future Population Growth - Scenario 1	Future Employment Growth - Scenario 2	Future Population Growth - Scenario 2	Future Employment Growth - Scenario 3	Future Population Growth - Scenario 3
1	1,139	78	1,103	76	1,094	73
2	380	679	368	662	365	637
3	1,264	320	1,225	312	1,214	300
4	1,721	525	1,667	512	1,907	3,216
5	1,142	204	1,106	789	1,217	952
6	810	457	785	445	782	443
7	2,376	1,711	2,302	1,667	2,282	1,607
8	431	142	417	211	424	456
9	2,555	189	2,475	184	2,454	177
10	713	1,860	283	2,413	997	5,019
11	776	3,812	2,799	3,158	2,796	3,110
12	146	1,181	663	1,592	659	1,933
13	197	128	191	474	189	457
14	782	2,558	973	1,527	975	1,569

Scenario 1: Historic Development Patterns

Scenario 1 anticipates a growth scenario that anticipates historic development patterns along the corridor to continue. This assumes that a broad range of intensities and developments ranging from car dealerships which are less transit supportive, to multi-family housing which is more transit supportive are anticipated to occur in the vacant land. This scenario assumes little to no infill/ redevelopment within the corridor. The population and job growth rate is assumed at one percent (1.0%). This results in a net increase of 14,866 people and 14,868 jobs throughout the study area.

Scenario 2: Transit Focus Areas

Scenario 2 assumes a growth model similar to the one highlighted in the *ReImagine Reno* Master Plan that allows a broad range of intensities to continue along the corridor but provides an increase in mixed-use developments that are more transit supportive around the major nodes (Figure 13 – Transit Focus Areas) and a mix of less transit supportive developments outside of these areas. The population growth rate under this scenario is approximately one and a half percent (1.5%) and a job growth rate of a little more than one percent (1.2%). This results in a net increase of 21,005 people and 18,747 jobs throughout the study area.

Scenario 3: Urban Corridor

Scenario 3 assumes transit supportive development anticipated along the full corridor, not just at the proposed transit focus areas. This assumes a growth model which is typically seen with the Mixed-Use Urban (MU) zoning designation which includes a minimum density requirement of 0.75 Floor Area Ratio (FAR) for non-residential development and 18 dwelling units per acre (du/acre) for residential. The population and job growth rate under this scenario is near two percent (2.0%). This results in a net increase of 26,005 people and 23,433 jobs throughout the study area.

Other Factors Influencing Future Transit Demand

Two crucial factors affecting potential ridership involve conditions outside the corridor study area. One factor relates to the home locations of current users of BRT, as related to income and wage levels, and how that is likely to impact future ridership and justify the need for additional affordable housing choices in the corridor. The second involves the scattered nature of employment destinations within the Reno market.

“Adding affordable housing at station areas would allow the corridor to even out the demand for service and add new riders.”

Transit-Dependence and Affordable Housing

To better understand the critical role which affordable housing may play in a future South Virginia BRT system, Placer.ai cellphone geofencing data was utilized to look at the home locations of people who had visited the existing Meadowood platform over the past year (and thus presumably used the existing BRT serving downtown). That ridership “catchment” area was then overlaid on a map of residents by wage levels at a census block level.

The map at left shows a dark outline encompassing households accounting for the majority (actually, 70 percent) of platform visits. Note that ridership, by this measure, is very closely tied to a census block being in the lowest regional quartile for wages. This strongly suggests that BRT ridership in Reno is, at least currently, heavily driven by transit-dependent residents.

Transit dependence, in turn, is logically tied to a need for affordable housing. While there are a few affordable multifamily projects along the Corridor, housing in the study area is predominantly market rate, limiting the number of would-be transit users on the corridor. Without additions of affordable housing, the ridership dynamic would likely be largely made up of lower-income commuters living north of Meadowood Mall commuting south to work in the industrial employment concentration lying east of the interstate or the large retail centers on the corridor itself. Adding affordable housing at station areas would allow the corridor to more quickly be a source of northbound commuters, helping to even out the demand for service and add new riders.

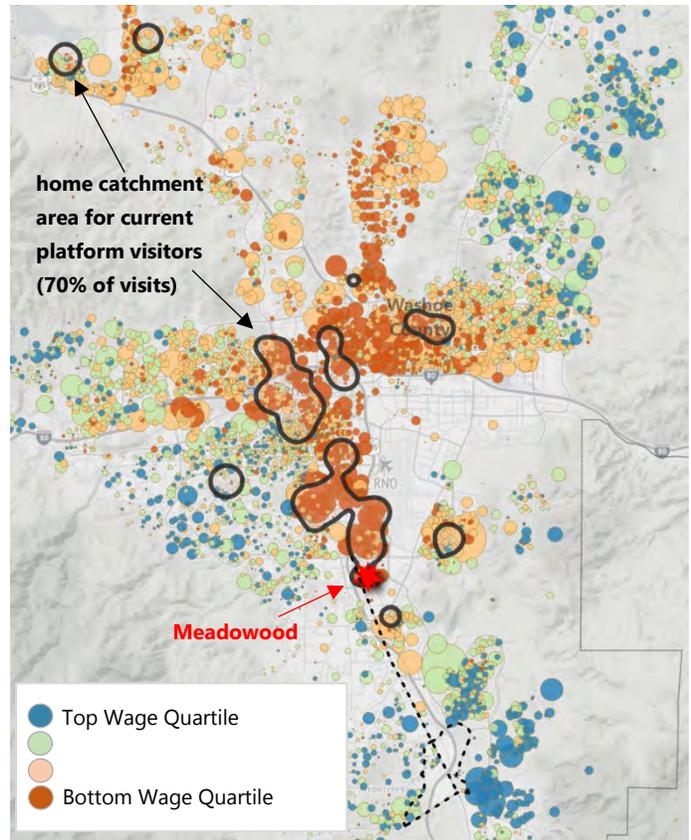


Figure 11: Users of the Existing Meadowood BRT Platform by Home Location and Wage Quartile, 2023

Scattered Worksite Destinations

While the corridor itself contains (or is adjacent to) a substantial concentration of industrial and retail jobs, most potential workplace destinations for prospective future corridor residents are not accessible via the north or future south BRT segments. In the case of industrial, other than the jobs found in or near the northeast reaches of the study area, most workplace locations can be found either in south Sparks or far north and east in Storey County. Without a strong complement of transfer buses or shuttles, most of this area employment will be unreachable via South Virginia BRT.

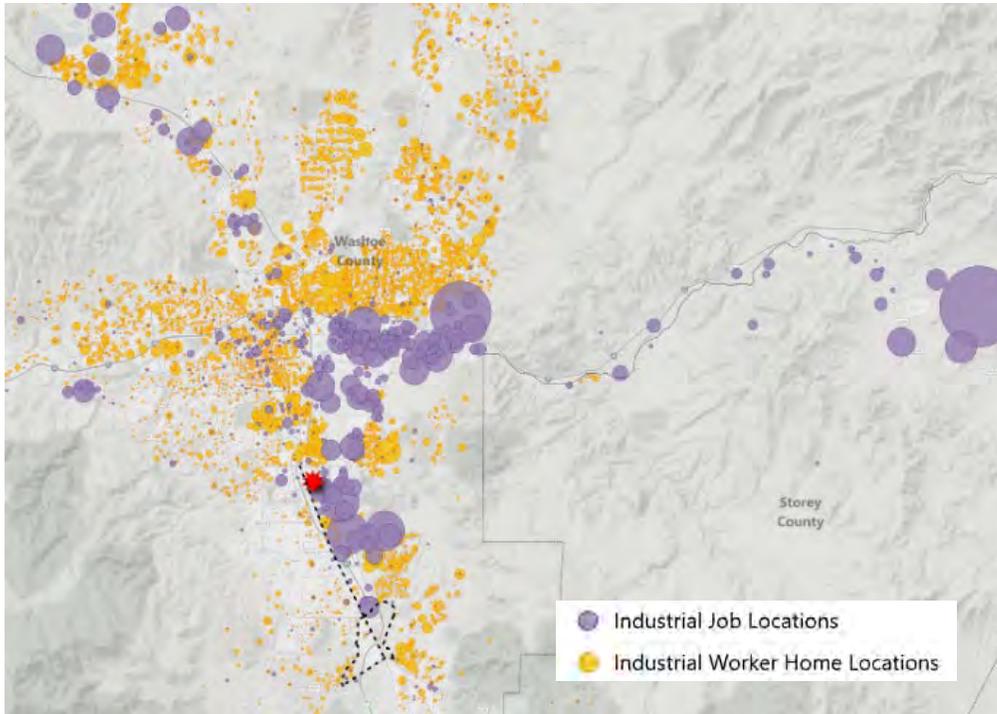


Figure 12: Where Industrial Employees Live and Work in the Region

Land Use Tools to Increase TOD Level Development in the Corridor

Recapping the Policy Challenges of Reno’s Existing Zoning

The *ReImagine Reno* Master Plan identifies the encouragement of alternate forms of transportation as a strategy element include some language on Transit-oriented/transit-supportive development, with just a paragraph under 5.4C saying that the City should...

Prioritize transit-oriented development in regional and employment centers, along urban corridors and other locations that are currently served by or are planned to be served by high-frequency transit service (i.e., peak hour headways of 15 minutes or less) and/or fixed-route transit (i.e., bus rapid transit). Continue to encourage transit-supportive development in more remote employment centers, suburban corridors, and other locations that are currently served by high-frequency transit during peak hours.

Addressing the challenge of extending transit service into suburban south Reno, requires a multi-faceted approach. Since zoning regulations already permit a high degree of density and flexibility but the current development pattern isn't aligning with transit-oriented goals, the table below highlights some strategies that the

city might consider. By employing a combination of these strategies, Reno can encourage developments that are more aligned with promoting a transit-supportive environment even in areas that currently exhibit auto-centric, suburban characteristics.

Toolkit Recommendations

Tools for promoting transit-supportive development can be grouped into four main categories: Land Use, Economic (including Incentives and Financing), Public Outreach, and System Related as shown in the following TOD Toolkit table. There are many overlaps and dependencies across the various tools and they are intended to be used in combination, leveraging one another towards the goal steering transit-oriented and transit-supportive development.

Phased Implementation: Consider a phased approach to implementing any of the tools shown below. Particularly in the case of overlay, or focused re-zoning, which can be perceived as particularly onerous. Start with less stringent requirements and gradually increase them, allowing developers time to adjust and plan for the changes.

Monitor and Adjust Policies: Continuously monitor the impact of major program elements such as overlay zoning and be willing to adjust policies if they are not working as intended. This adaptive approach shows developers that the city is responsive to their needs and the market realities.

TOD Toolkit

Category	Tools & Policy Recommendations	Case Study Examples
<p>Land Use Planning, Design</p> <p>Tools involving elements of the City's general plan, land use regulations, and approaches to urban design</p>	<p>Master Plan Designations: Municipal land use planning begins with the master plan. The City should consider changes to the way South Virginia Street is categorized under Reno's master plan framework. Current designations may place too much emphasis on the corridor's suburban nature, downplaying its potential as a valuable extension of the existing BRT line to the north.</p> <hr/> <p>Station Area Plans: One of the most important elements in successful transit projects across the country is dedicated individual station area planning. This can be a valuable incentive tool for developers already contemplating projects around station areas that include transit-supportive elements. These plans, typically co-sponsored by the transit agency and municipality, involve a process that brings community stakeholders to the table early to become better informed as to the goals and benefits of transit and the key characteristics of transit supportive development.</p> <p>By soliciting input about desires and concerns from station area neighbors, the process helps to secure community buy-in and overcome resistance through transparent problem-solving. A station area plan may or may not involve an actively interested developer or developers but should</p>	<p>Canyon Park (Bothell, WA) – General Plan Designation – Swift Green Line (BRT) – Subarea Plan (part of the city's Comprehensive plan) identifies the neighborhood as a transportation hub (2020)</p> <p>2230 North Station (Provo, UT) – Station Area Plan – Utah Valley Express (BRT) – Station Area Plan being completed to guide mixed-use and commercial development near an existing station adjacent to a Walmart Neighborhood Market (2024)</p> <p>Transit Overlay District (Vancouver, WA) – Rezoning/Overlay Zones – C-TRAN (BRT) – District</p>

Category	Tools & Policy Recommendations	Case Study Examples
	<p>always yield important insights into potential development challenges and opportunities at the individual site level. Timing is important for station area planning. There needs to be some degree of certainty, usually in the form of secured funding, that the transit systems will be built, with preliminary decisions already made relative to system elements and platform locations.</p> <p>Focused Rezoning or Overlay Zones: Either as complement to, or instead of, individually negotiated development agreements (described in the next section, Economic Tools), consider implementing overlay zones at key arterial intersections intended for station areas. These overlays can set more specific guidelines or requirements for development in these areas, focusing on mixed-use, pedestrian-friendly designs that support BRT usage. Any design standards included in overlay regulations should be flexible enough to accommodate a range of potential development concepts.</p> <p>While overlay zoning directly addresses the primary observed challenge (lack of density, compactness, and land use mix around most prospective station areas), it does carry some risk of unintended consequences – potentially adding levels of bureaucracy and cost that may actually discourage station-area development relative to non-station areas. This can be countered by offering clear guidelines and assistance for developers navigating the overlay zoning regulations, including workshops, detailed guides, or dedicated city staff to help with compliance questions.</p> <p>Balancing Regulation with Incentives: Ensure that any additional regulations introduced by overlay zoning are balanced with incentives. This could mean offering tax abatements, density bonuses, or other financial incentives to developers who comply with the overlay requirements. The key is to make compliance more attractive than avoiding it.</p> <p>Urban Design Guidelines: As part of a program of zoning overlays, or separately, develop urban design guidelines that encourage developments to be pedestrian-friendly and easily accessible to BRT stations. This should include guidelines on building orientation, street frontages, and connectivity.</p>	<p>established along BRT lines, with Tier 1 density allowed adjacent to stations and lower-intensity Tier 2 density allowed elsewhere along the lines (2021)</p> <p>Murray Fireclay Area TOD (Murray, UT) – Design Guidelines – Utah Valley Express (BRT) – Streetscape, building, and pedestrian environment design guidelines for TOD areas (2021)</p>

Category	Tools & Policy Recommendations	Case Study Examples
	<p><i>Reimagining Reno</i> speaks to this, but in fairly general terms that could be spelled out in more concrete design terms, with recommendations and illustrations offering guidance on dimensions, materials, and key functional interrelationships of urban amenities.</p> <p>A set of urban design guidelines for BRT stations was developed in 2009 as part of planning efforts for the existing northern portion of the system. Those guidelines should be revisited and updated in light of the contextual differences along South Virginia south of McCarran.</p>	
<p>Economic Tools (incl. Incentives & Financing)</p> <p>These tools cover an overlapping set of real estate approaches, funding mechanisms, and selective favorable treatments that help to bridge economic feasibility gaps for desired projects.</p>	<p>Infrastructure Improvements: Public sector investments in infrastructure improvements represent one of the most important categories of incentives available to make areas around future BRT stations more attractive for development. Such spending may come directly from the City as part of its capital improvements plan or can be channeled through mechanisms like tax-increment financing (see below).</p> <p>Either way, these investments can help encourage desired private sector projects by taking on costs that would otherwise be borne by the developer. Even for nearby off-site costs that private developers would not be expected to bear, public investments such as streetscaping, pedestrian and bicycle pathways, and public spaces, can also improve the value of TOD projects while signaling a degree of permanence and commitment on the part of the City to supporting a high-quality built environment.</p> <p>Development Agreements: These are commonly used as a means of formalizing negotiated commitments between the City and developers, such as trading public infrastructure investment for developer adjustments to site design and land use mix. These may range from complex agreements spanning multiple topics to relatively simple ones. For a simple example, a city might agree to pay for undergrounding of electrical utility lines serving a project in exchange for dedication of a certain percentage of multifamily units as permanently affordable.</p> <p>A development agreement, and the related memoranda of understanding (MOU) represent a more individualized means to encourage desired transit-supportive characteristics in private developments. Such case-by-case negotiating of policies and requirements stands in contrast</p>	<p>Division Transit Project (Portland, OR) – Infrastructure Improvements – TriMet Frequent Express (BRT) – New BRT line accompanied by safety improvements near stations, including new sidewalks, bike lanes, and crosswalks (2022)</p> <p>SR 522 TOD (Kenmore, WA) – Public-Private Partnerships – City of Kenmore (BAT) – The City of Kenmore invested \$80 million in infrastructure improvements along SR 522, including BAT lanes to improve bus service. The City assembled property downtown and sold it to developers who built 230 new TOD units (2010)</p> <p>LA County Land Banking Pilot (Los Angeles, CA) – Land Bank – Metro and LA County (new transit stations) – Metro and LA County are collaborating on a pilot program to make surplus land acquired for new transit facilities available for joint development (2022)</p> <p>Metro TOD Program (Portland, OR) – Land Bank –</p>

Category	Tools & Policy Recommendations	Case Study Examples
	<p>to more strictly applied frameworks such as a detailed overlay zoning district with pre-specified use and design requirements and little room for custom tailoring.</p> <p>For the highly varied assortment of potential station area environments along South Virginia, the development agreement approach may be preferred for its flexibility – perhaps accompanied by a set of TOD overlay standards that are more focused on guidelines and incentives than prohibitions or requirements.</p>	<p>Metro Regional Government (all transit stations) – Program includes a variety of TOD-targeted incentives, including Metro acquisition of land for future affordable housing (1998)</p>
	<p>Public-Private Partnerships & Joint Development: Engage with developers through public-private partnerships. This approach can ensure that new developments are aligned with the city's transit goals. For instance, the city might offer land or development rights at a reduced cost in exchange for developments that incorporate specific transit-friendly features. This notion of public-private partnerships pervades the TOD landscape around U.S. transit systems.</p> <p>This approach would typically work hand-in-hand with the value incentive of public sector investments in infrastructure improvements and would require a custom case-by-case approach – finding publicly-funded improvement that developers find sufficiently valuable to warrant tweaking project elements in a transit-supportive direction.</p>	<p>Jamestown Square (Kansas City, MO) – Tax Abatement – Ride KC (streetcar) – KCATA approved bonds for two apartment projects near a planned streetcar stop to provide private developer with 20-year tax abatement (2022)</p>
	<p>Land Banking: If feasible, the City or RTC could consider purchasing additional key parcels of land along the BRT route, especially around planned station areas. This gives the City more control over how these areas are developed in the future and allows for value capture – allowing the City to realize gains in residual land value that can be passed on to developers as incentives or used to fund other incentive elements listed here.</p> <p>RTC already controls two large land parcels on the east side of South Virginia near where a terminal station facility (potentially including a park & ride lot) might be located. The City and/or RTC could investigate the potential of acquiring a similar land assembly on the Meadowood Mall property that would eventually be part of BRT (or intermodal) facilities at that terminus. More aggressive assembly could seek to control a future TOD development site adjacent to that station, setting the stage for a potential joint development</p>	<p>North College MAX BRT Corridor (Fort Collins, CO) – Tax-Increment Financing – North College Urban Renewal Authority – TIF district established in 2004 and expires in 2029. Currently has \$20 million to support priorities within the plan area, including gap financing for affordable housing (2004)</p>

Category	Tools & Policy Recommendations	Case Study Examples
	<p>assuming there is market feasibility in support of a full mall redevelopment along TOD lines.</p>	
	<p>Tax Abatement & Fee Waivers:</p> <p>One of the simplest tools for encouraging development is allowing the removal of certain taxes or fees that would otherwise be paid by the developer for projects that meet certain specific TOD criteria. This approach obviously requires the City to forego some portion of a currently applicable revenue stream. From the developer’s perspective, temporary property tax abatement and/or waiving of certain impact fees may be more enticing than the payment-in-kind structure of targeted public infrastructure investments. To the extent that the savings freed up by abatement can be spent across a variety of development costs (as opposed to earmarked for a specific infrastructure item), it can be seen as more flexible money. Tax-abatement incentives for desired TOD projects is a common element in BRT and LRT policy across many systems in the U.S.</p>	
	<p>Tax-Increment Financing:</p> <p>TIF is one of the most common funding mechanisms used to help finance transit-supportive development projects. In general, TIF programs identify blighted and under-performing real estate in the City, produce redevelopment plans, and work with private developers to implement those plans by reinvesting a portion of new, incremental property and sales tax revenues generated from new real estate development.</p> <p>In Reno, the Economic Development/Redevelopment Agency (RDA) administers such programs, identifying blighted areas, developing plans, and coordinating the allocation of TIF funds across infrastructure investments, land assembly, and other allowed spending items. This approach can function as the primary vehicle for making transit-supportive infrastructure investments of the kind described in the section above.</p> <p>South Virginia Street (both above and below McCarran) is already identified as a priority area by the RDA, which explicitly references the need to work towards accommodating a future BRT right-of-way and implement Complete Streets along the corridor.</p>	

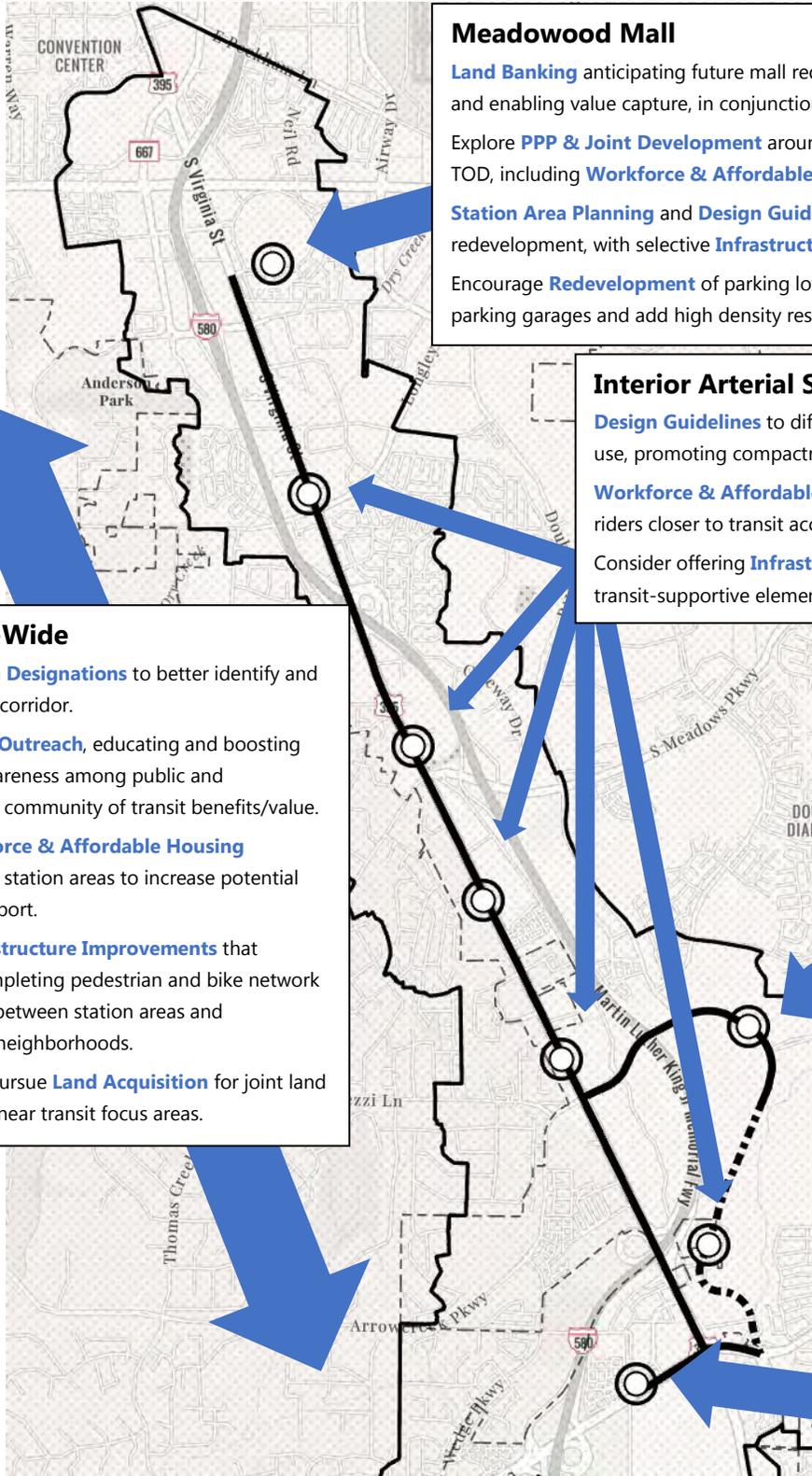
Category	Tools & Policy Recommendations	Case Study Examples
	<p>Eventual redevelopment of the Meadowood mall property could be an excellent candidate for future use of TIF funding in line with the RDA’s stated mission.</p>	
	<p>Selective Project Streamlining: Once preliminary station area locations are solidified, the City can institute a policy of prioritizing consideration and streamlining of approvals processes for projects that are located near stations and that include qualifying transit-supportive elements. Uncertainties in the entitlement (and even construction/inspection) phases present risks for developers and lenders that may deter transit-supportive project elements. Streamlining can help reduce that risk.</p>	
	<p>Marketing Assistance: To the extent that the City (and potentially RTC) can take on some costs of marketing for critical transit-supportive developments, such as multifamily housing at station areas, they can help developers by increasing the pace of lease-up (for apartments) and sales absorption (for condos). This can be very appealing to lenders motivated to minimize their time to payoff. This incentive would necessarily come later in the process as station area planning begins to spur development projects. Direct marketing support would almost certainly require a budget line item for the public sector participant, so the City or RTC would need to weigh those costs against the “quick win” type benefits of encouraging rapid absorption or lease-up for a high-visibility project.</p>	
	<p>Affordable and Workforce Housing: Coordinating with State and other jurisdictions on low-cost affordable housing loans and other affordable housing incentives addresses a critical source of future ridership and is central to the with the big picture of transit’s economic benefits. The Nevada Housing Division has the ability to issue tax-exempt housing revenue bonds and non-competitive tax credits for qualified housing projects, lowering the cost of capital and improving proforma project feasibility.</p> <p>An important requirement of the Division’s program is that local jurisdictions must put up 50 percent of the needed bonding authority. Such programs require a high degree of coordination between state and local authorities but represent an important part of the finance puzzle for developers of affordable housing.</p>	

Category	Tools & Policy Recommendations	Case Study Examples
<p>Outreach and Public Relations</p>	<p>Community Engagement and Education: A general lack of awareness of likely BRT benefits for commuters and developers appears to be a major potential shortfall constraining interest in transit supportive development. The City and RTC can step up efforts to work with local communities to educate them about the benefits of transit-oriented development. Community support can be a powerful tool in encouraging developers to consider transit-oriented projects. This type of outreach would be most focused during system planning but would presumably continue through early-phase BRT service rollout.</p>	
	<p>Engage Developers to Leverage Existing Projects: Work with private sector developers of existing and planned projects to incorporate transit-friendly features. This could include improving pedestrian access to BRT stations or providing amenities like bike-sharing stations. This strategy could be especially important in helping to shape last-mile amenities and infrastructure within the Downtown Damonte and Pioneer Parkway development area. In the more distant future, eventual redevelopment of the Meadowood Mall property (and potentially some densification/infill at The Summit) should involve extensive cooperation with transit planning.</p>	
	<p>Success Stories and Demonstrations: Look for “quick win” possibilities. Be prepared to showcase successful developments that have complied with the overlay zoning (or other policy changes) as examples and enjoyed added real estate value as a result. Demonstrating the potential benefits and feasibility can encourage others to follow suit.</p>	
	<p>Community Support and Advocacy: Build community support for developments within station area nodes, when local residents and businesses advocate for such developments, it can create a more favorable environment for developers and may help reduce resistance to regulatory burdens such as overlay zones.</p>	
	<p>Finding Shared Parking Opportunities: Major manufacturing and other industrial employment projects planned for the portions of the study area may be good locations for shared parking taking advantage of predictable large-scale work shift arrangements. These can be taken into consideration for targeted reductions in parking requirements at key locations.</p>	

Category	Tools & Policy Recommendations	Case Study Examples
<p>System-Related</p> <p>Operational Tools involving the logistics of system operations and the surrounding transportation and parking environment</p>	<p>Early Express-Only Phase:</p> <p>Awareness of and existing attitudes towards mass transit in Reno may currently limit prospects for attracting riders-by-choice, it may be especially important to enhance the convenience and commuting speed of the transit system. This can be done by significantly reducing the total number of stops so as to create more of an express service between key TOD focus areas such as The Summit, Downtown Damonte, and the current Meadowood terminus (which would presumably become more of a multi-model hub).</p>	
	<p>Transit Prioritization:</p> <p>Another way to enhance perceptions of convenience (and actual convenience/timeliness) for BRT is to aggressively add signalization priority for BRT vehicles at normally congested intersections. This is a fairly common BRT advantage across U.S. systems and one that may see opportunities for increased efficiency and effectiveness through advances in AI-supported software.</p>	
	<p>Lane Dedication:</p> <p>One advantage of the more suburban environment along South Virginia is that there may be more opportunities to find stretches of right-of-way suitable for BRT-only travel. In combination with signal prioritization, any chance to allow buses to circumvent auto congestion via dedicated lanes will improve system efficiency and speed – in turn improving the perceived value of BRT among choice riders.</p>	
	<p>Parking Regulations:</p> <p>Revisit parking regulations. Reducing minimum parking requirements for developments near BRT stations can discourage car use and encourage developers to use land more efficiently.</p>	

Recommended Policy Tool Combinations Across Likely Transit Focus Areas

Each of the above policy tools have the potential to play a role in steering the built environment of the Corridor to be more transit-supportive and better positioned to benefit from the presence of transit. Those transit-supportive characteristics are primarily important around future station areas, or likely nodes focused on transit, where residents and businesses can take advantage of pedestrian and other non-auto access to the service. Because each of the prospective nodes has its own unique combination of opportunities and challenges, the mix of policy tools for promoting transit-supportive development will need to be tailored to work across each separate node. The following **Figure 13** applies policy approaches across the current set of tentative transit focus areas.



Meadowood Mall

Land Banking anticipating future mall redevelopment, ensuring platform-area site control and enabling value capture, in conjunction with future **Tax Increment Financing**.

Explore **PPP & Joint Development** around aggressive **Station Area Planning** as mixed-use TOD, including **Workforce & Affordable Housing Incentives** for residential components.

Station Area Planning and **Design Guidelines** to ensure transit-supportive elements for redevelopment, with selective **Infrastructure Improvements** as negotiating lever.

Encourage **Redevelopment** of parking lot at Meadowood Mall to consolidate parking into parking garages and add high density residential development with some public amenity use.

Interior Arterial Stations

Design Guidelines to differentiate station areas from other corridor land use, promoting compactness, transit-orientation, connectivity.

Workforce & Affordable Housing Incentives to help steer high-likelihood riders closer to transit access.

Consider offering **Infrastructure Improvements** as incentive for including transit-supportive elements in private sector projects.

Corridor-Wide

General Plan Designations to better identify and align as TOD corridor.

Community Outreach, educating and boosting BRT/TOD awareness among public and development community of transit benefits/value.

Offer **Workforce & Affordable Housing Incentives** in station areas to increase potential ridership support.

Pursue **Infrastructure Improvements** that prioritize completing pedestrian and bike network connectivity between station areas and surrounding neighborhoods.

RTC should pursue **Land Acquisition** for joint land partnerships near transit focus areas.

Downtown Damonte

Engage Developers to spotlight transit and tweak last-mile design elements to address station access, safety, and wayfinding.

Quick Win. Despite late start, position development as early TOD success to encourage similar project density at other station areas.

Consider **Marketing Assistance** to help jump-start lease-up and reward transit-supportive design considerations, while associating BRT benefits with development.

Summit Sierra

Unlike Meadowood, this newer center may not fully redevelop, so focus on optimizing transit-supportiveness of few remaining parcels (and piecemeal redevelopment sites) via **Design Guidelines** and **Community/Developer Outreach**.

Consider adding structured parking as a publicly funded **Infrastructure Improvement** to reduce surface parking footprint and enable some incremental infill.

Figure 13: Key Policy Mix Recommendations by Tentative Station Location

Suburban BRT is Cutting Edge

Although the above recommendations mention other (typically BRT) transit systems there are no good “success stories” to apply to the present context under consideration. The transit extension down South Virginia would involve a foray into a more suburban environment. There are a few newly opened lines (in Vancouver, Washington, and Ogden, Utah, for example) that serve areas with similar suburban characteristics and several proposed or under construction suburban BRTs (in Fort Collins, Colorado, and metro Seattle, for example), but none of those have accumulated a body of performance evidence relative to the transit system or the corridor’s success in promoting suburban TOD. As such, the recommendations given in this memo are based on professional judgement given the conditions and constraints faced on South Virginia, informed by some case study BRT systems that share similarities but are typically less suburban in character.

The suburban context of the proposed extension of the South Virginia BRT line limits the range of potential case studies that can be looked at for meaningful comparison. A number of cities across the Western U.S. have suburban BRT lines that are either in planning stages or are very recently opened. As such, those routes have yet to establish a record of ridership performance on which to attribute system “success”. Proposed and new suburban BRT systems include:

- Tucson, AZ – proposed BRT extension north from downtown/university campus north to suburban foothills (an alignment that more closely resembles the existing northern segment of the South Virginia line).
- Fort Collins, CO – two planned extensions from their existing MAX BRT, one connecting the main CSU campus with a planned western satellite campus eager to participate in transit planning.
- Vancouver, WA – Red Line and Mill Plain Line additions in largely suburban settings, both opened in 2023. Another line addition still in conceptual planning would extend service nine miles north across a context resembling the proposed South Virginia extension.
- Metro Seattle, WA – several proposed BRT (and related bus-based) lines envisioned for suburban settings, but not yet constructed.

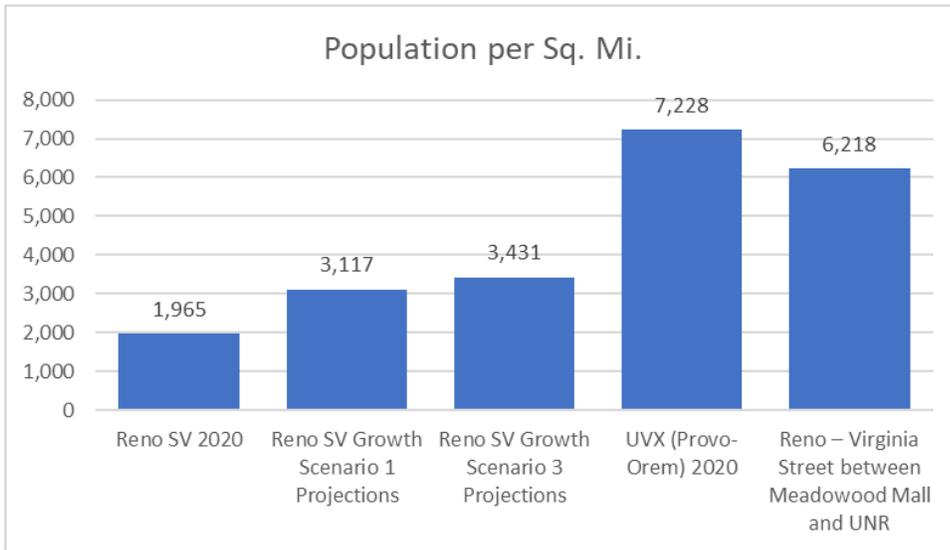
Suburban BRT Case Study Focus: Provo-Orem Utah Valley Express BRT

Only the Utah Valley Express (UVX), a BRT system opened in 2018, connecting Provo and Orem, has a reasonably similar suburban operating environment to the South Virginia setting and enough ridership track record to evaluate performance. That line is generally considered a ridership success story, with an impressive 14,600 daily riders just one year after opening. Part of the high ridership for the UVX line has been due to the policy of free fares, a policy which the Utah Transit Authority is in the process of transitioning to a sliding scale based on a set of affordability factors. The UVX line, as it is now known, offers frequent headways --service every six minutes at peak times, and every 10 minutes off-peak. About half its 10.5-mile route is in exclusive travel lanes for buses not shared with other vehicles. Like other BRT systems, buses have extra doors and limited stops. Buses are also longer than normal — 60 feet instead of 40.

Land Use Framework:

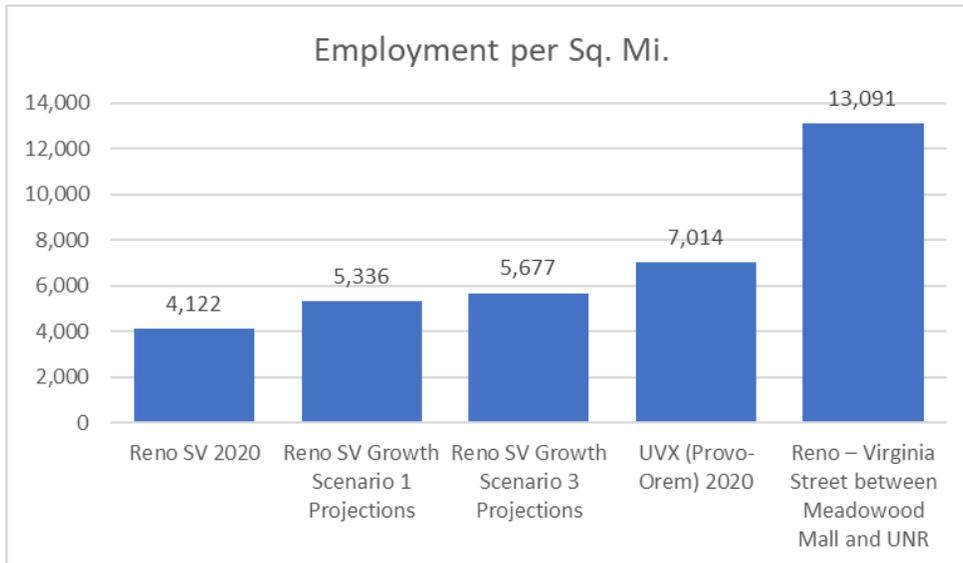
Although similarly suburban, the land use context along the UVX alignment differs significantly from that found along the South Virginia study area. The major difference is the UVX line includes both the Brigham Young University (a mid-point stop), as well as the Utah Valley University, a largely commuter college facility with enrollment of over 43,000 students. In addition, UTA and constituent local governments have been quite aggressive in terms of promoting transit-oriented development, largely through the use of joint development ventures leveraging land purchased well in advance of system planning and intentionally integrated into station area land use planning in cooperation with developers and public institutions.

Population Density Comparison: South Virginia Extension Service Area vs. Provo-Orem UVX Service Area



Source: U.S. Census, ESRI, and Leland Consulting Group

Employment Density Comparison: South Virginia Extension Service Area vs. Provo-Orem UVX Service Area



Source: U.S. Census, ESRI, and Leland Consulting Group

Although generally suburban in nature, the Provo-Orem line was built to serve an area far more densely used than the South Virginia study area. As the figure above illustrates, as of 2020, the UVX line’s half-mile service area has nearly 3.7 times the population density as the comparable service area for the proposed South Virginia BRT extension alignment and approximately 1.7 times the employment density. Even without growth assumed for the Provo-Orem Line, under the more aggressive “Option 3” scenario for South Virginia, the UVX catchment area will still have more than double the population density and a 25% higher employment density. This case study shows that South Virginia Street, while continues to grow, still has a way to go in terms of density required to generate ridership that would support future BRT level transit.

South Virginia Street

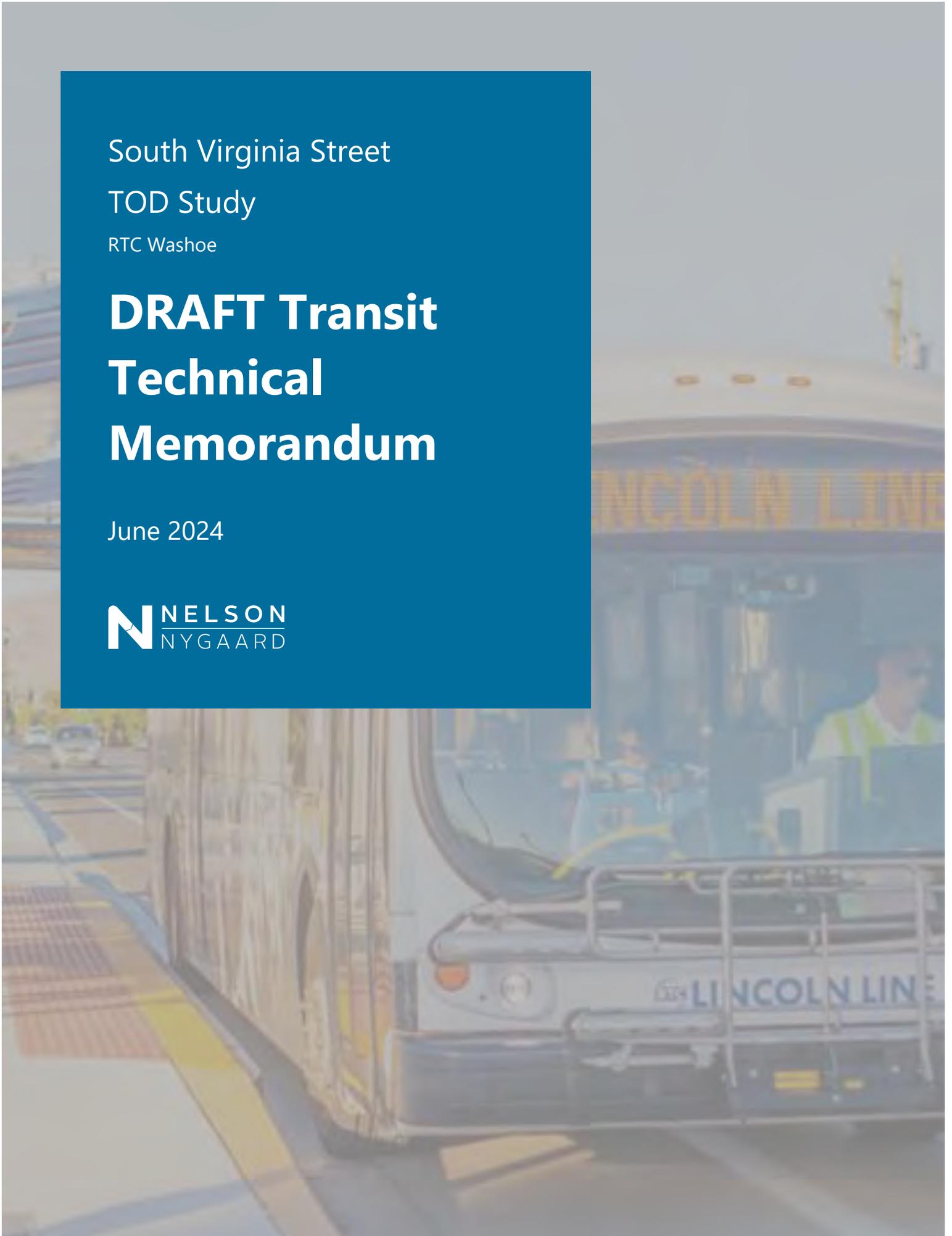
TOD Study

RTC Washoe

DRAFT Transit Technical Memorandum

June 2024

N NELSON
NYGAARD



South Virginia TOD Study – Transit Technical Memo

RTC Washoe

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1 INTRODUCTION & BACKGROUND

MEMO PURPOSE

The South Virginia Street Transit Oriented Development (TOD) Study's purpose is to analyze the need for future transit service in the South Virginia Street corridor from Meadowood Mall to Mt. Rose Highway based on regional demand, and current and future growth. The TOD Study will also analyze the land use planning tools that will encourage a walkable, transit-supportive development pattern that meets the growth and development needs of the region.

The purpose of this Transit Technical Memorandum is to provide an overview of transit alternatives that could be considered to support that visioning for an expansion of RTC's Virginia Line Bus Rapid Transit (BRT) service along the South Virginia Street corridor. The following sections of the memo present existing conditions influencing current transit service and potential future BRT service, existing Virginia Line BRT ridership trends north of the study area, and transit service phasing recommendations that would support the future vision to implement BRT within the study area.

STUDY AREA & PROJECT GOALS

Study Area

The study area for the South Virginia TOD Study extends along South Virginia Street within Reno and portions of unincorporated Washoe County between Meadowood Mall in the north and Summit Mall in the south, including a small portion of Mt Rose Highway at the far southern end. The study area expands to the east on the southern end of the corridor to include the Downtown Damonte area encompassing higher density housing and retail destinations. The full study area is shown in **Figure 1**.

As shown in **Figure 2**, land adjacent to the South Virginia Street corridor is zoned for a mix of uses throughout, with a primarily mixed-use urban designation north of Neil Road and a primarily mixed-use suburban designation to the south. The Damonte Ranch area is zoned as planned unit development and residential uses of varying intensity with the highest densities being in the Downtown Damonte area.

Project Goals

The goals of the South Virginia TOD Study are to:

- Promote multimodal transportation within the corridor
- Create continuity throughout the corridor
- Allow for the safe movement of all forms of transportation
- Improve transit service
- Encourage mixed-use development

South Virginia TOD Study – Transit Technical Memo

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This memo focuses on the analysis and recommendations that would support the goals related to improving transit service and multimodal transportation options.

South Virginia TOD Study – Transit Technical Memo

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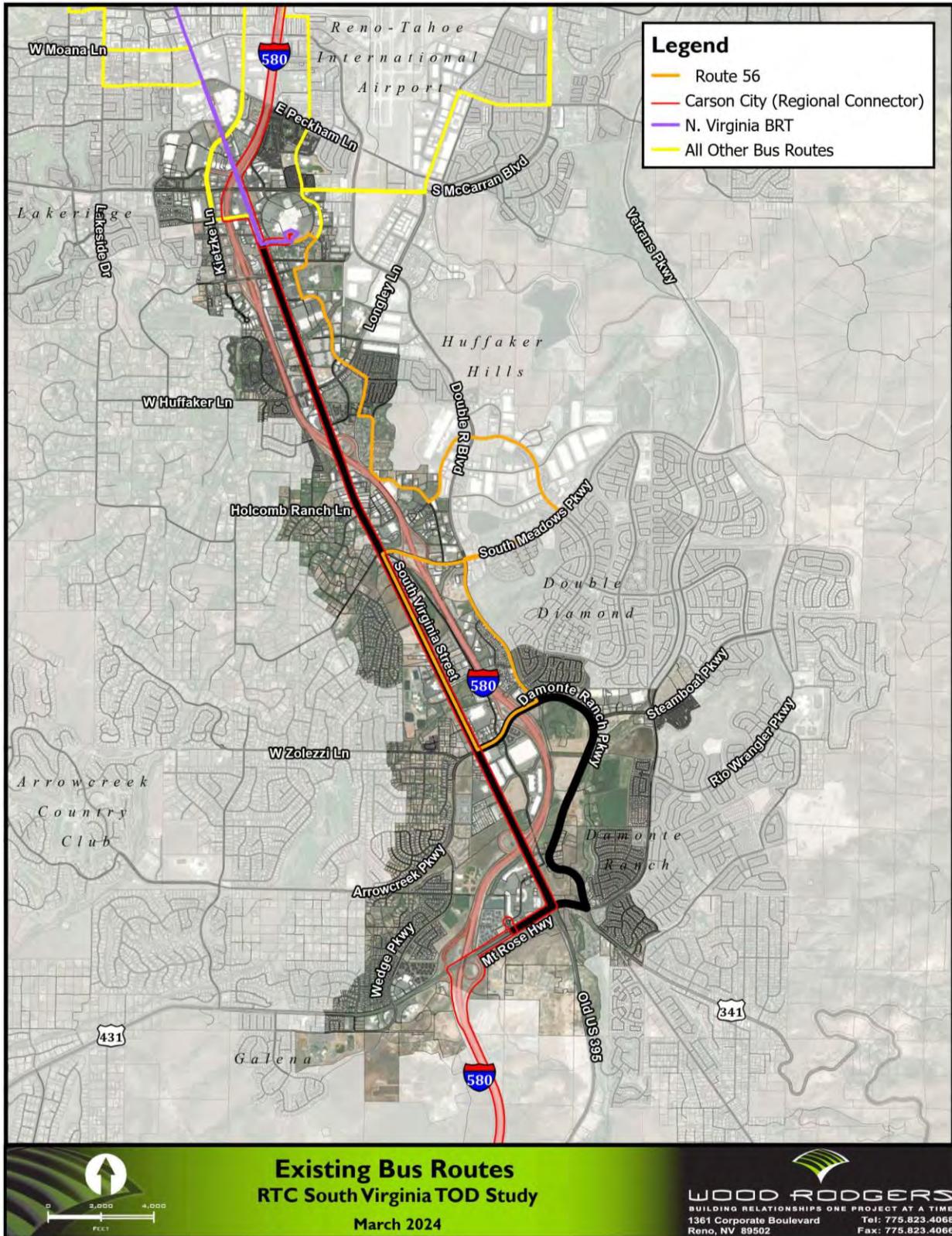


Figure 1 – Existing Transit Service in relation to the Study Area

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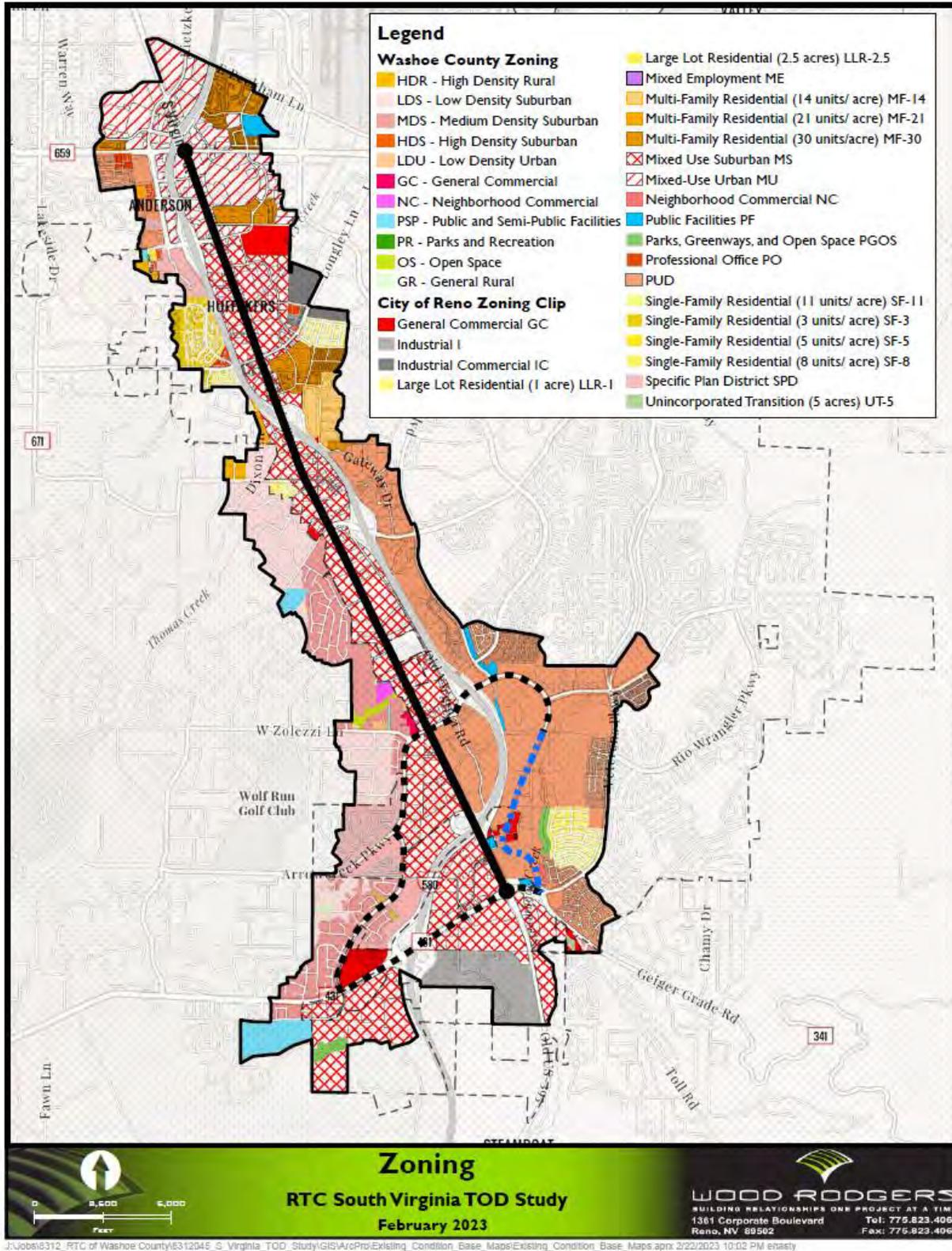


Figure 2 - Zoning in the Study Area

2 TRANSIT SUPPORTIVE LAND USES

TRANSIT RIDERSHIP FACTORS

Transit exists to get people where they want to go, such as home, work, school, a friend’s house, or an appointment. In other words, there must be a market for transit to serve.

Transit demand is strongly related to six factors:

- **Population and Population Density:** Transit relies on having more people in close proximity to service. Higher population density makes it possible to provide higher levels of transit service.
- **Socioeconomic Characteristics:** People may be more or less likely to use transit based on socioeconomic characteristics. For example, households with one or no cars are much more likely to use transit than households with several cars.
- **Jobs and Job Density:** Traveling to and from work often accounts for the most frequent type of transit trip. As a result, the location and density of jobs is a strong indicator of transit demand and the level of transit service that is possible.
- **Land Use Patterns:** In all cities, there is a strong correlation between land use patterns and transit ridership. In areas with denser development, mixed-use development, and a good pedestrian environment, transit can be very convenient for more people.
- **Major Activity Centers:** Large employers, universities, tourism destinations, and other high-activity areas attract large volumes of people and can generate a large number of transit trips.
- **Travel Flows:** People use transit to get from one place to another. Major transit lines such as rapid transit services or high frequency bus routes are designed to serve trips or corridors with high volumes of travel.

Of these six factors, **population and job density are the most important when it comes to demand for transit and how much service is feasible to provide.**

This is because:

- The reach of bus transit is generally limited to one-quarter mile of a bus stop.
- As a result, the size of the transit market depends on how many people or jobs are within that area. Higher densities near a transit stop mean that there are more people or jobs within that area, which means that there is a larger market for transit service.
- Larger markets support more frequent service, while smaller markets with fewer people or jobs can support only less frequent service.

Based on research conducted by Nelson\Nygaard, **Figure 3** shows the correlation and accompanying thresholds between corridor land use characteristics (e.g., population and job densities) and transit service types and treatments. The main takeaway from this research is that denser corridors are more supportive of high capacity and more frequent transit service.

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 RTC Washoe

LAND USE			TRANSIT	
Land Use Type	Residents per Acre	Jobs per Acre	Appropriate Types of Transit	Frequency of Service
 Downtowns & High Density Corridors	>45	>25	   	 10 mins or better
 Urban Mixed-Use	30-45	15-25	  	 10-15 minutes
 Neighborhood & Suburban Mixed-Use	15-30	10-15		 15-30 minutes
 Mixed Neighborhoods	10-15	5-10	 	 30-60 minutes
 Low Density	2-10	2-5	  	 60 mins or less or On Demand
 Rural	<2	<2	 	 On Demand

Source: Thresholds based on research by Nelson\Nygaard.

Figure 3 – Land Use Characteristics vs Transit Service Typology

SOUTH VIRGINIA CORRIDOR POPULATION

The South Virginia Street corridor is targeted in the City of Reno Master Plan for future growth, which has held true with an increase in population and employment over the past decade. However, growth in transit service has not matched the recent growth in population and employment in the corridor.

To better understand future ridership potential in the corridor current population and future growth scenarios (further described in the South Virginia TOD Land Use Tools Memorandum) were developed based on current land use and the land available for infill and redevelopment opportunities. To calculate the potential ridership for the South Virginia Street corridor, population were analyzed for the existing BRT routes. **Figure 4** provides a comparison of the existing BRT Line populations along with the existing and projected populations for the South Virginia Street corridor growth scenarios. Based on the average daily ridership observed for the two existing BRT lines, daily ridership is 4.5% - 6.5% of the corridor population. It is reasonable to assume that the proposed Virginia Line extension would serve a slightly lower percentage of the corridor population when compared to the existing Virginia Line based on its lower overall density.

RTC Route	Corridor Population ¹	Average Riders ²	Daily % of Riders Per Pop.
Lincoln Line	50,700	2,280	4.5%
Virginia Line	67,300	4,250	6.5%
Study Area	Corridor Population	Ridership Potential ³	% of Riders Per Pop.
Existing South Virginia Street Corridor	43,000 ¹	1,290 – 2,150	3-5%
Future Growth Scenario 1 ⁴	58,000	1,740 – 2,900	3-5%
Future Growth Scenario 2 ⁴	64,000	1,920 – 3,200	3-5%
Future Growth Scenario 3 ⁴	80,000	2,400 – 4,000	3-5%
Notes:			
<ol style="list-style-type: none"> 1. 2020 population of census tracts adjacent to each corridor 2. 2019 average daily ridership 3. Forecast potential South Virginia Street ridership based on corridor population 4. Forecasted 2050+ population based on land use scenarios and level of future infill/redevelopment 			

Figure 4 – Corridor Population Compared to Existing BRT Lines

3 EXISTING CONDITIONS

CHARACTERISTICS OF REGIONAL TRANSIT RIDERS

Replica¹ data for Washoe County from Spring 2023 was analyzed to better understand the trip-making and demographic characteristics of the transit market. The Replica dataset includes detailed attributes for all trips by primary mode.

This data is meant to augment the ridership modeling and forecasting results and to help inform any future service planning and phasing recommendations.

Figure 5 provides a summary of high-level findings from the regional Replica data and additional detail is provided below.

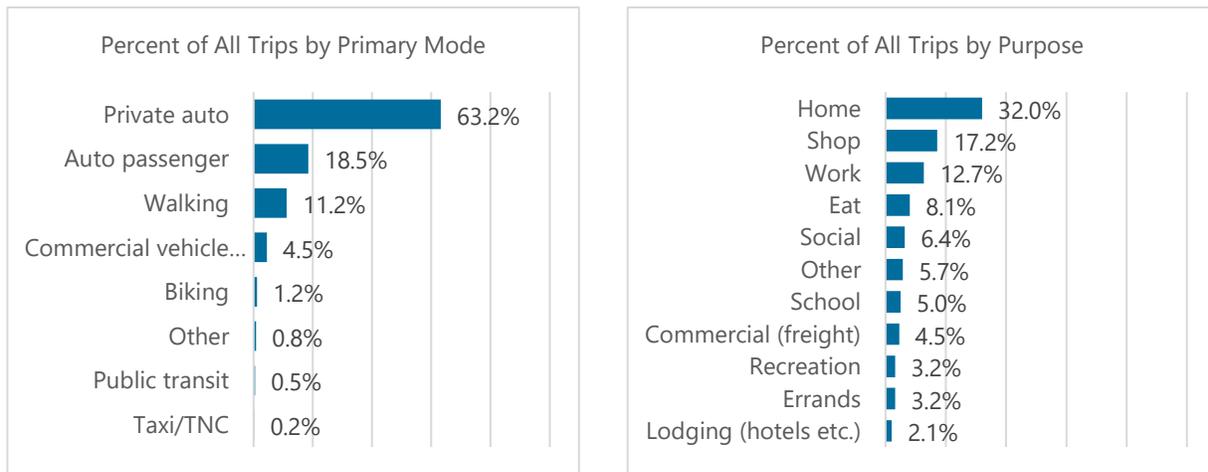


Figure 5 – Existing Trip Characteristics in Reno

¹ Replica is a data platform that provides simulations of the complete activities and movements of residents, visitors, and commercial vehicle fleets in a region and season on a typical day. The output of each simulation is a complete, disaggregate trip and population table for an average weekday and average weekend day in the subject season (e.g., Fall 2021). The model represents a 24-hour period with second-by-second temporal resolution, and point-of-interest-level spatial resolution. This data is used in planning work to understand the mobility trends and specific demographic characteristics of the population in a given study area.

South Virginia TOD Study – Transit Technical Memo

RTC Washoe

- **Trip Purpose.** 42% of transit trips are made for the purpose of going to work, which is significantly higher than the 12% for all modes.
 - There are employment centers along the South Virginia corridor that are not currently served by frequent transit suggesting that there may be an opportunity to maximize ridership along South Virginia by ensuring that service is provided to employment centers.
- **Trip Duration.** The average duration of a transit trip is 39.9 minutes, 16.6 minutes for auto-based trips, and 13.5 minutes for active trips.²
- **Trip Distance.** The average distance of a transit trip is 5.1 miles, an auto-based trip is 6.2 miles and an active trip is 1 mile.
- **Vehicle Availability.** 76% of transit trip takers did not have a vehicle available for the trip, meanwhile less than 3% of the remaining trip takers did not have a vehicle available.
- **Household Income.** The median household income of transit trip takers is \$54,800, an auto-based trip taker is \$91,600, and an active trip taker is \$75,200.
- **Household Size.** 34% of transit trip takers are from single-person households, whereas auto-based trip takers are from a single-person household only 11% of the time.
- **Age.** The average age of a transit trip taker is 46; meanwhile, the average age of an auto-based trip taker is 41 and 37 for an active trip taker.
- **Sex.** 58% of transit trip takers are male and 42% are female. This proportion is more balanced for auto-based and active trips with male trip takers accounting for 51% of the trips and female for 49%.
- **Tenure.** 71% of transit trip takers are renters whereas only 38% of non-transit trip takers are renters.
- **Commute Mode.** 53% of transit trip takers already commute via public transit versus less than 1% of auto-based trips commuting by public transit.
- **Employment Status.** 90% of transit trip takers are employed. This is higher than the 70% of auto-based trip takers and 61% of active trip takers.
- **Time of Day.** Almost half of all transit trips occur during the typical peak travel periods. 22% occur between 6:00 am and 9:00 am and 25% occur between 4:00 pm and 7:00 pm. 36% of trips occur during the middle of the day, from 9:00 am to 4:00 pm.
- **Land Use.** 65% of transit trips originate from these top three land uses: retail (27%), multi-family (25%), and mixed use (14%). Single-family residential land uses account for 11% of transit trips. A deeper dive into the destination land use of work trips revealed that 33% went to retail land uses, suggesting that retail workers represent a significant transit market.

² Auto-based trips include trips taken by auto, taxi or TNC. Active trips include biking and walking trips.

EXISTING TRANSIT SERVICE IN THE STUDY AREA

RTC provides public transit services to the greater Reno-Sparks area. RTC has a fleet of 65 buses for fixed-routes services and provides approximately five million transit rides per year on 20 routes. Most of the Local routes in the RTC system operate 30-minute or hourly service seven days per week, with the operating hours varying based on the corridor.

RTC currently operates BRT service on Virginia Street (Virginia Line) and 4th Street/Prater Way (Lincoln Line). These corridors have proven to be successful with the Virginia Line (along with the Route 1 Local underlay service) providing over one million rides per year on the five-and-a-half-mile route between the University of Nevada, Reno and Meadowood Mall. The Lincoln Line is a shorter route at approximately three-and-a-half-miles between the 4th Street Station in Downtown Reno and Centennial Plaza in Downtown Sparks. The Lincoln Line (along with the Route 11 Local underlay service) provides over 700,000 annual rides. The BRT Lines provide frequent service with headways of 10 minutes throughout the day on weekdays and 12 minutes on weekends. The span of service for the two BRT Lines varies with the Virginia Line providing service into the late evening hours past midnight. The Lincoln Line service operates from approximately 6 am to 8:30 pm. Along with a premium level of service, the BRT Lines include enhanced stations with larger shelters and real-time passenger information, among other amenities consistent with BRT service.

RTC also operates FlexRIDE microtransit, vanpool, Access ADA paratransit service, and partners with taxis and transportation network companies (TNCs), such as Uber and Lyft to provide service that can provide more flexibility for ADA passengers.

The South Virginia Street Study Area is currently served by Route 56, a standard fixed route, and the Regional Connector, which is a commuter route that operates between Reno and Carson City. Paratransit service is also available in the area, as well as RTC's vanpool and taxi/TNC programs. RTC plans to add FlexRIDE to the Damonte Ranch area in May 2024, but does not have any other immediate plans for expansion in the area. These services are described below as it will be critical to integrate them with the potential future extension of the Virginia Line.

Route 56

Local bus service within the South Meadows and Damonte Ranch areas is currently provided by Route 56, operating between Meadowood Mall in the north and Damonte Ranch in the south (see **Figure**). Route 56 operates at the following frequencies:

- Monday – Friday
 - 5:30am – 5pm: 30 minutes
 - 5pm – 10pm: 60 minutes
- Saturday
 - 6am – 8pm: 60 minutes
- Sunday
 - 7am – 6pm: 60 minutes

Route 56’s alignment largely parallels the S. Virginia Street corridor to the east, including a clockwise loop along Double R Boulevard, Damonte Ranch Parkway, S. Virginia Street, and South Meadows Parkway in the southern portion of the route. As of October 2019, Route 56 was observed to have an average weekday ridership of approximately 750 boardings. This places Route 56 on the lower range of average ridership for an RTC route. There are eight routes in the post-2020 network that average fewer daily riders than Route 56.

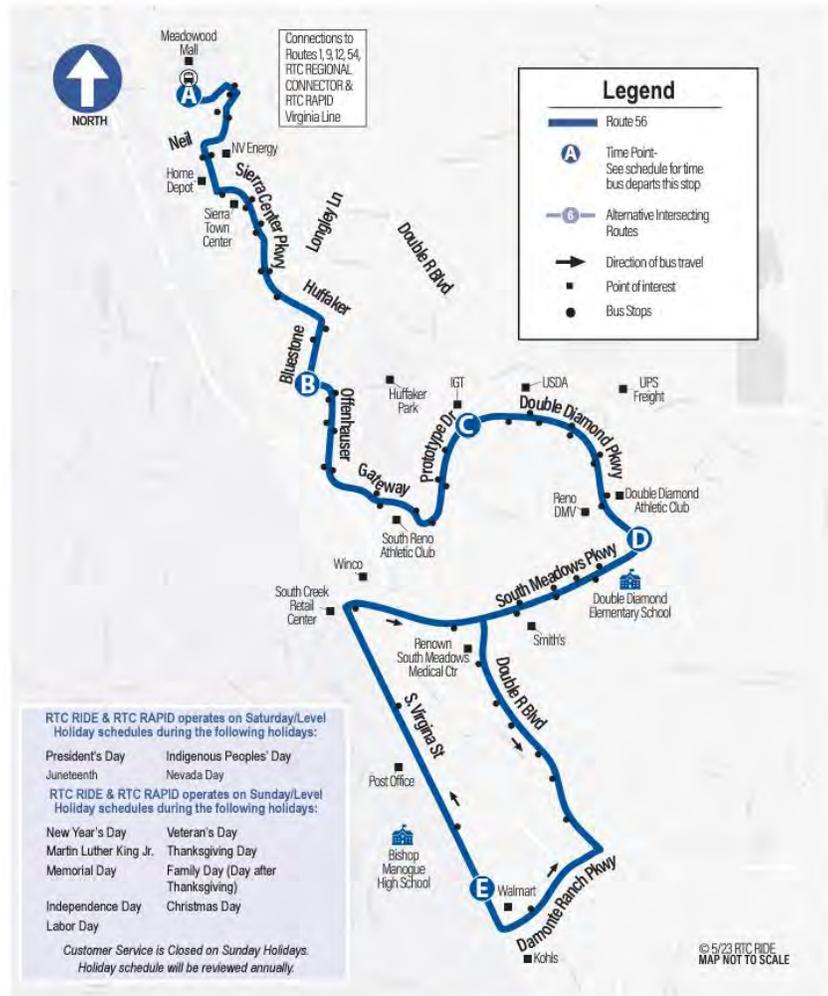


Figure 6 - RTC Route 56 Map

RTC Regional Connector

Regional, commuter-focused bus service along the S Virginia Street corridor is currently provided by the RTC Regional Connector, operating between Downtown Reno in the north and Carson City in the south (see **Figure 7**). The Regional Connector operates at the following frequencies:

- Monday – Friday
 - Southbound
 - 5:45am – 6:45am: 30 minutes
 - 3pm – 5:30pm: 60 – 90 minutes
 - Northbound
 - 6:50am – 7:50am: 30 minutes
 - 4:15pm – 6:45pm: 60 – 90 minutes

Primarily traveling on Interstate 580 between Reno and Carson City, the Regional Connector has several stops along S Virginia Street, including at Meadowood Mall and Summit Mall.

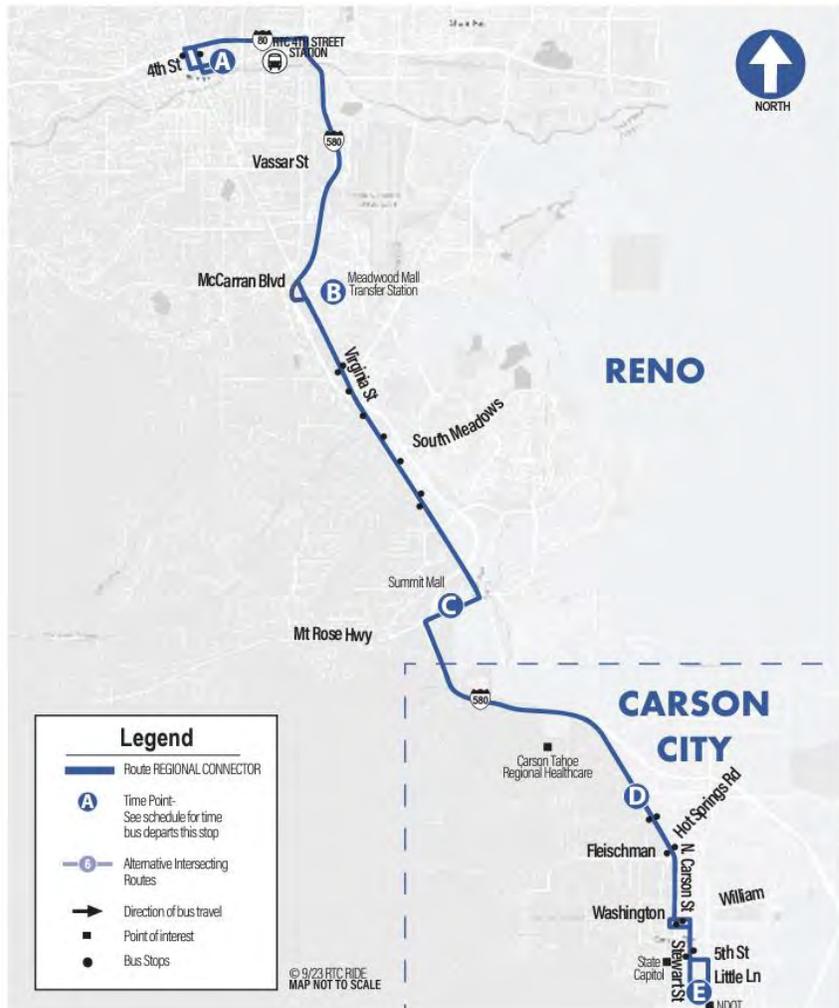


Figure 7 - RTC Regional Connector Route Map

RTC FlexRIDE

FlexRIDE is RTC’s curbside-to-curbside on-demand transit service, operating seven days a week in select areas of Sparks/Spanish Springs, Somersett/Verdi, and North Valleys. This type of on-demand service can function both as first- and last-mile travel to and from fixed-route transit hubs, and as a means of providing transit in areas that cannot support fixed-route service, such as those with low population densities, irregular street networks, or unique and challenging geographies. Connections to fixed-route service are provided at transit hubs, transfer points, and other key bus stops.

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While no FlexRIDE service is currently provided in the South Meadows and Damonte Ranch areas, RTC is planning to implement FlexRIDE service in these areas in May 2024(see **Figure 8**)³ In addition to the service area itself, FlexRIDE is anticipated to provide service to the following destinations outside of the service area:

- Raley's at Galena Junction
- UNR Redfield Campus
- South Valleys Library/Sports Complex
- Reno Ice
- South Meadows Walmart
- IGT
- DMV
- WinCo
- Smith's
- United States Post Office

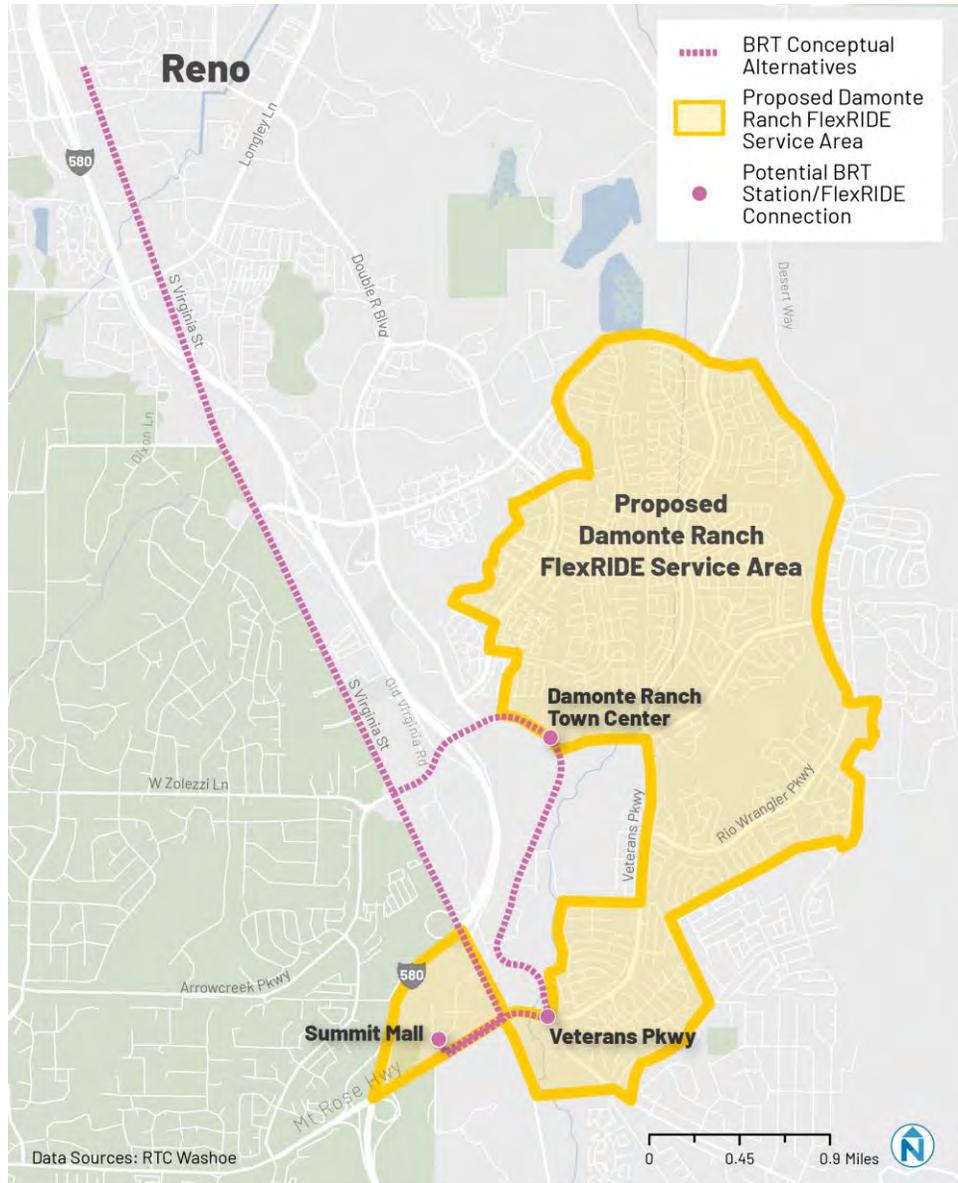


Figure 8 - Proposed Damonte Ranch RTC FlexRIDE Service Area

Meadowood Mall Transfer Center

The Meadowood Mall Transfer Center is located between the south end of the mall and Meadowood Mall Circle. The transfer center is comprised of seven bays, serving RTC Routes 1, 9, 12, 54, and 56, as well as the Virginia Line and the Regional Connector. Amenities at the transfer center include three shelters, benches, and trashcans. RTC is currently in the process of designing a new transfer center at Meadowood Mall to the east of the existing location (see **Figure 9**).

³ The Damonte Ranch FlexRIDE service area is preliminary and will be undergoing a formal RTC Washoe public participation and review process.

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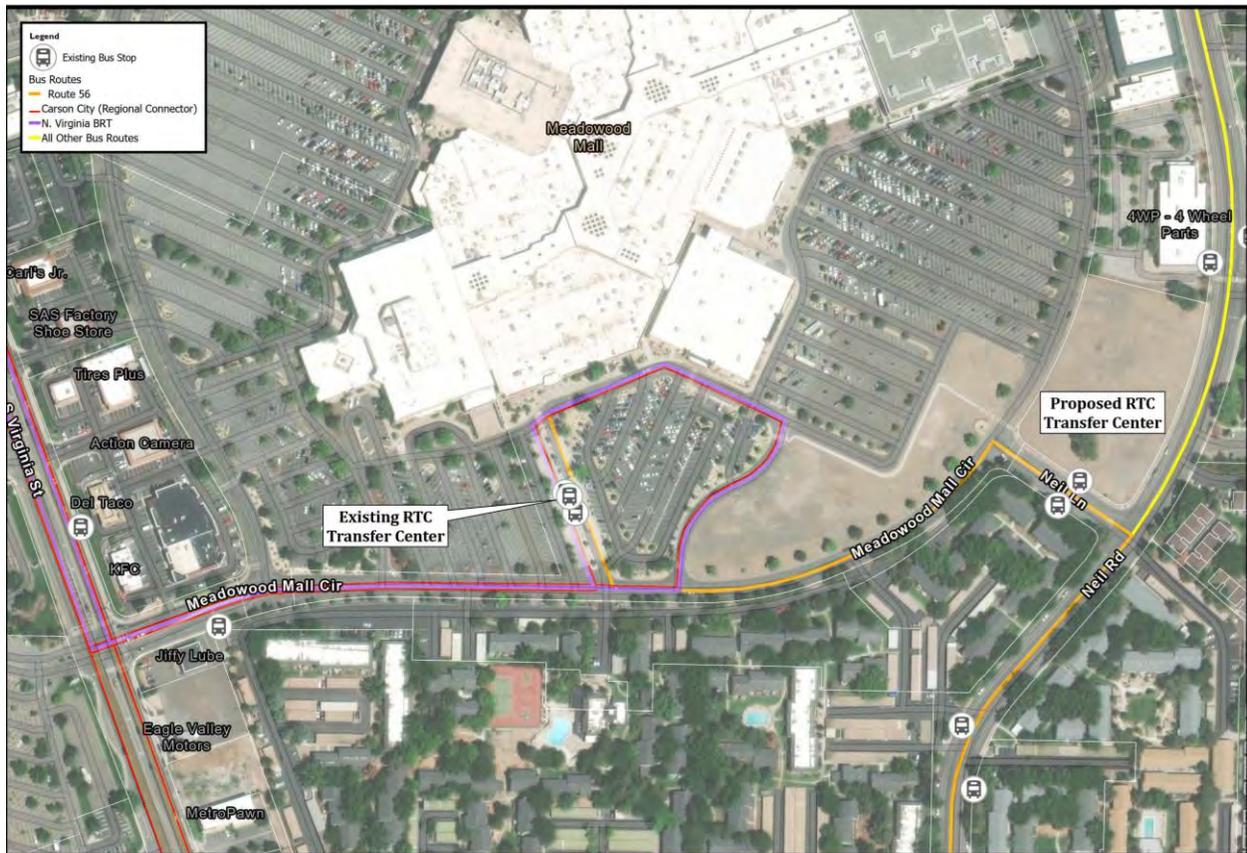


Figure 9 - Proposed Meadowood Mall Transfer Center Relocation

Bus Stops

Outside of the Meadowood Mall Transfer Center, existing bus stops within the study area are currently served by RTC Route 56 and the Regional Connector. Stops are primarily comprised of a bus stop flag on the sidewalk, with roughly half of the stops including a bench and two with a shelter. **Figure 10** displays the current level of amenities for existing bus stops on S Virginia Street, and **Figure 11** lists the details of all existing stops within the study area. Only two stops along the corridor currently have shelters.

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Figure 10 - Existing Bus Stops on S Virginia Street for Route 56 & the Regional Connector

Stop Name	Direction	Routes	Amenities
Meadowood Mall Cir and S Virginia St	EB	1, 9	Flag, sidewalk
S Virginia St and Longley Ln	NB	Regional Connector	Flag, sidewalk
S Virginia St and Longley Ln	SB	Regional Connector	Flag, sidewalk
S Virginia St and E Patriot Blvd	SB	Regional Connector	Flag, sidewalk
S Virginia St and Holcomb Ranch Ln	SB	Regional Connector	Flag, sidewalk
S Virginia St and South Meadows Pkwy (Winco Entrance)	NB	Regional Connector	Flag, sidewalk, shelter, bench
S Virginia St and Artisan Means Way	NB	56	Flag, sidewalk
S Virginia St and McCabe Dr (Auto Center Dr)	NB	56, Regional Connector	Flag, sidewalk
S Virginia St and McCabe Dr	SB	Regional Connector	Flag, sidewalk, bench
S Virginia St and Trinity Ln	NB	56, Regional Connector	Flag, sidewalk, shelter, bench, trashcan
S Virginia St and Trinity Ln	SB	Regional Connector	Flag, sidewalk, bench
S Virginia St and Damonte Ranch Pkwy	NB	Regional Connector	Flag, sidewalk, bench
S Virginia St and Damonte Ranch Pkwy (Arrowcreek Pkwy)	SB	Regional Connector	Flag, sidewalk, bench

Figure 11 - Existing Bus Stops and Amenities on S Virginia Street

4 BRT CONCEPTUAL ALTERNATIVES

OPERATIONS PLANNING CONCEPTS

Four conceptual BRT service alternatives were developed for this study to illustrate the level of operations investment that would be needed by RTC to support a new BRT line serving the South Virginia Street and Damonte Ranch destinations. The operational investment is one of the key pieces of information that is necessary when determining whether to move forward with a transit capital project. These concepts are intended to be a starting point that could be used for future corridor planning including a formal Alternatives Analysis that would be required to seek federal funding to support a BRT transit capital investment for the South Virginia Street corridor.

Remix transit planning software was used to calculate the operating statistics and estimated operations costs for all service alternatives in this study. The annual operations costs from Remix were evaluated for accuracy compared to actual RTC operations cost and were deemed to be within reason and valid for planning purposes to evaluate service options as part of this analysis.

EXISTING VIRGINIA LINE BRT

The existing Virginia Line BRT service operates within the City of Reno between the University of Nevada, Reno (UNR) in the north and Meadowood Mall in the south. Primarily traveling on Virginia Street, the Virginia Line BRT connects UNR, RTC’s 4th Street Station, Downtown Reno, the Riverwalk District, Midtown Reno, and Meadowood Mall as it travels north to south. Operational statistics for the existing Virginia Line BRT are shown in Figure 10.

Existing Virginia Line BRT	
Peak Operational Vehicles	7
Roundtrip Length (mi)	12.34
Stations (total)	26
Average Station Spacing (mi)	0.51
Weekday Frequency (min)	10.6 min (6am – 7pm) / 30 min (7 – 10pm) / 60 min (10 – 11:59pm)
Saturday Frequency (min)	12.3 min (6am – 7pm) / 30 min (7 – 10pm) / 60 min (10 – 11:59pm)
Sunday Frequency (min)	12.3 min (6:30am – 7pm) / 30 min (7 – 9pm) / 60 min (9 – 11pm)
Annual Operating Cost Estimate	\$3.10 million (Remix estimate) \$3.43 million (RTC 2019-2020 estimate)

Annual Operating Hours Estimate 30,966

Figure 12 - Existing Virginia Line BRT Operations Summary

PROPOSED STOP LOCATIONS

The proposed stop locations for each alternative are based on a combination of regional growth plans, best practices including the current spacing found with the Virginia Line, and an analysis of current and future land uses. Based on the City of Reno ReImagine Reno Master Plan, which was updated in 2021, the South Virginia Street corridor is mostly identified as Suburban Mixed Use (SMU) which encourages “concentrated nodes of higher-intensity development...at major intersections.” Furthermore, the plan identifies four multi-modal hubs which shall, “incorporate transit stops and other multi-modal facilities.” The four areas are located at the Meadowood Mall, South Meadows Parkway, Damonte Ranch Parkway, and the Summit Mall as shown in **Figure 13**.

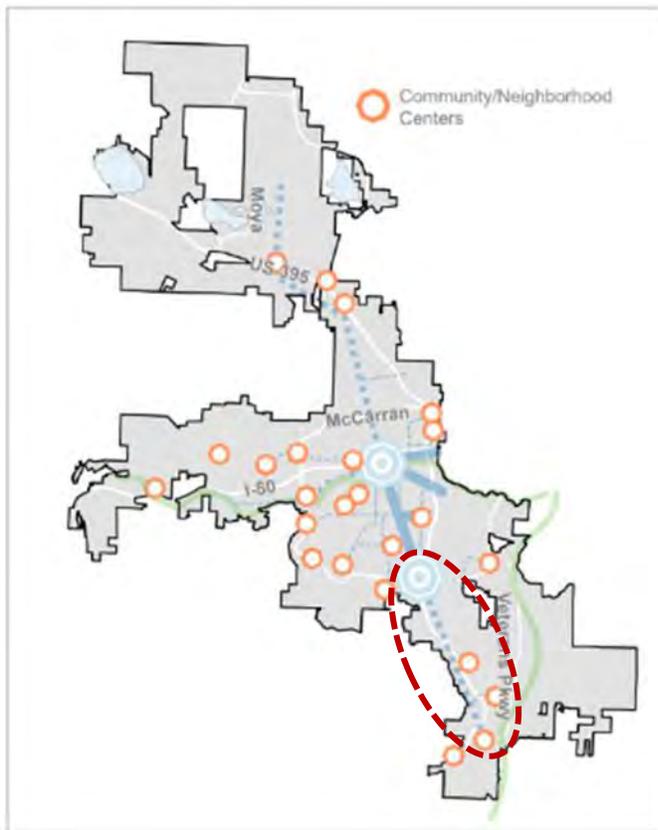


Figure 13: Multi-Modal Hubs identified in the ReImagine Reno Master Plan

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In addition to the multimodal hubs identified in the ReImagine Reno Master Plan, many of the major intersections including Longley Lane, South Meadows Parkway, and Damonte Ranch Parkway were prioritized because of connectivity to the surrounding neighborhoods. Further, best practices indicate stops should be placed approximately one-half mile apart to decrease travel times and increase ridership. This approach is consistent with RTC's existing BRT stop spacing. Finally, existing and future conditions were considered including the potential for development of higher densities, employment nodes, and areas of future growth potential.

Figure 14 shows the composite of the current and future conditions and the relationship with the proposed stop locations. As the figure shows, the highest growth opportunity within the study corridor shows a deviation from South Virginia Street along Damonte Ranch Parkway. The proposed stop locations align with the locations with the highest density or planned growth along the corridor including the stop along Damonte Ranch Parkway. A few of the stops are in less dense segments of the corridor to maintain consistent stop spacing and should be considered for targeted growth locations in the future.

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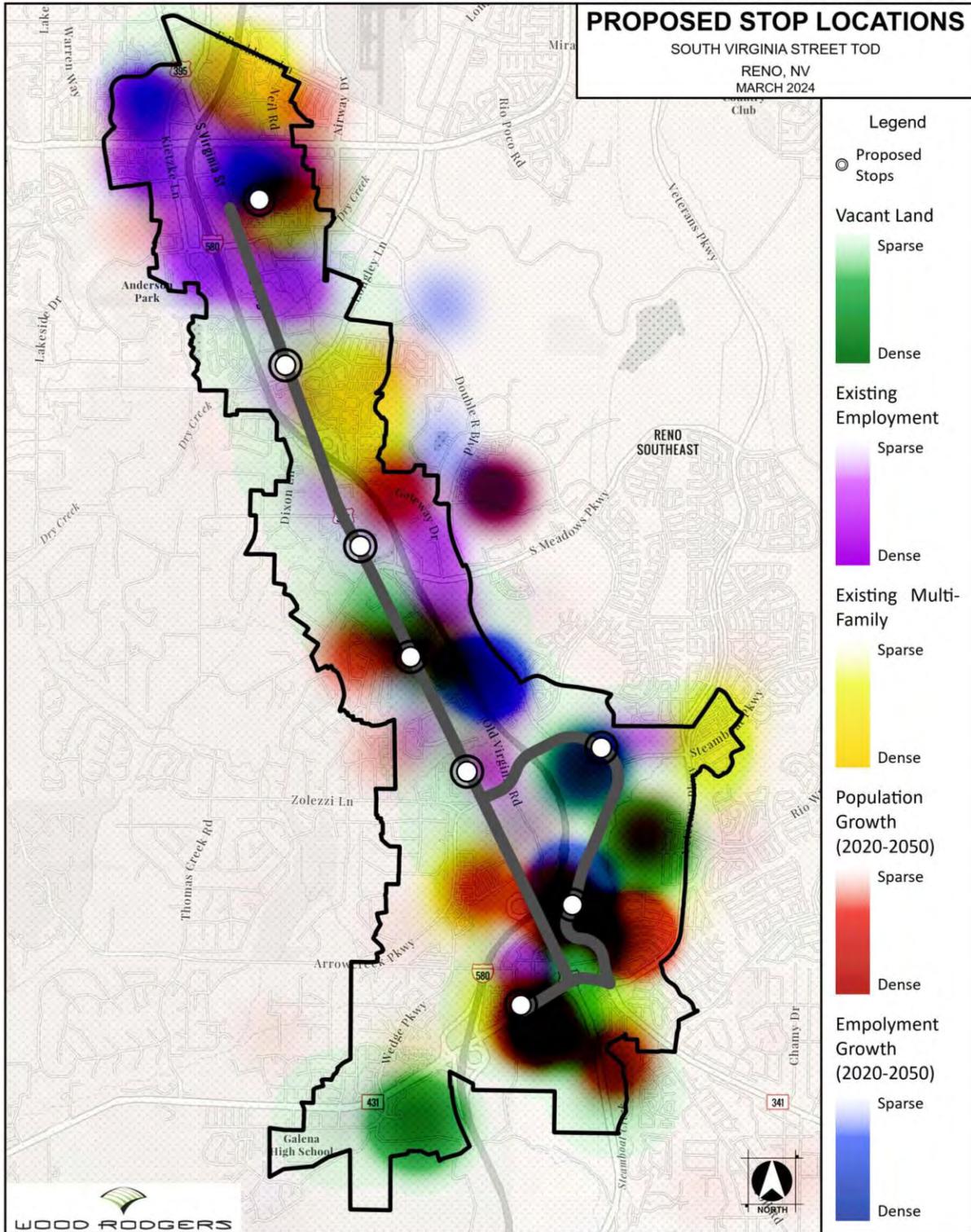


Figure 14: Land use analysis composite relative to proposed stop locations

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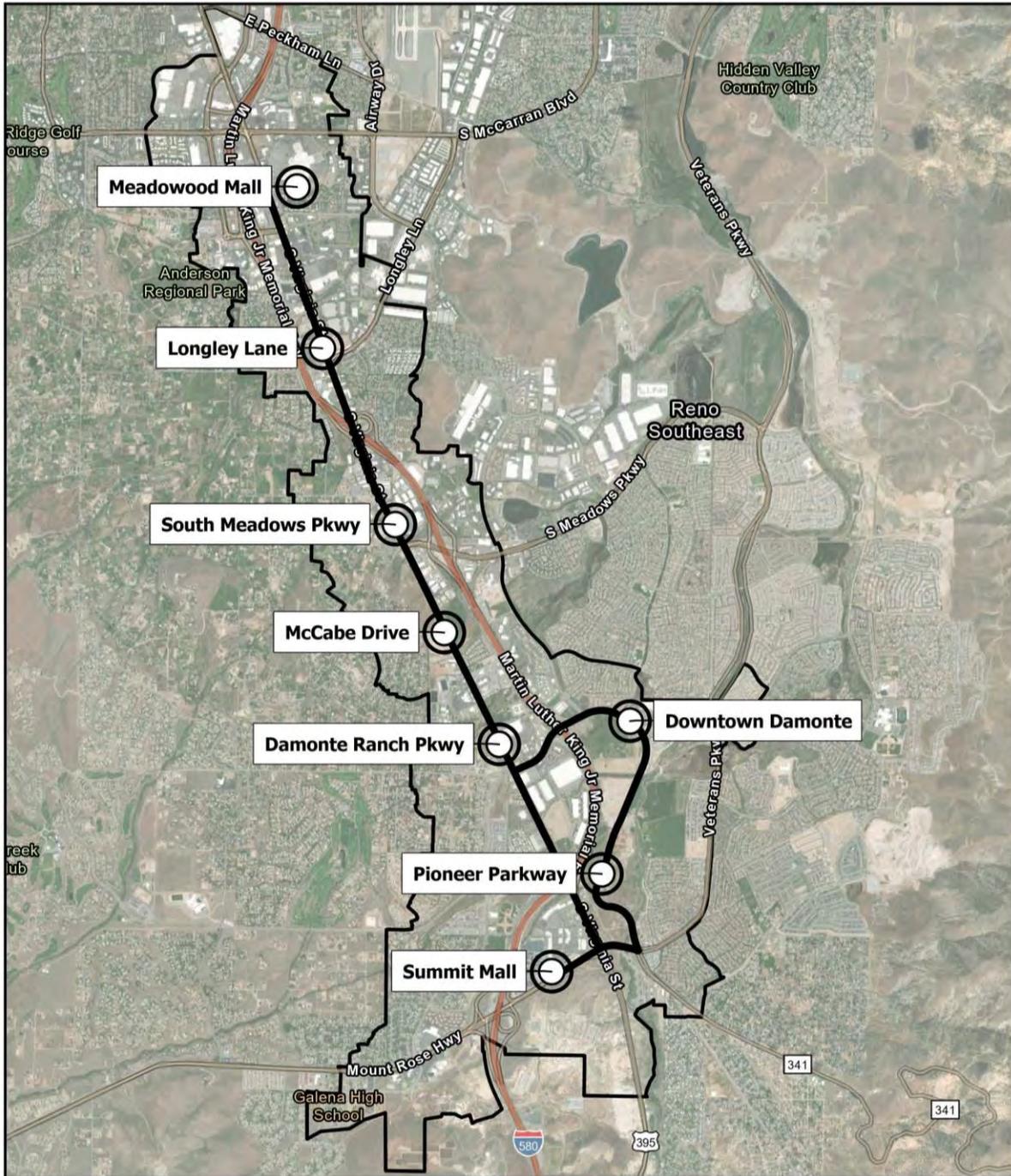


Figure 15: Stop Locations and Names

Considering all of the above criteria a total of eight stop locations were identified, six stop locations along South Virginia Street and two which deviate from South Virginia Street at Damonte Ranch Parkway and follow the planned connection between Damonte Ranch Parkway and Veterans Parkway. These eight stop locations and the opportunities that surround them are shown in **Figure 16**.

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Proposed Stop Location	Major Intersection	Relmagine Reno Multi-Modal Hub	Existing Employment Node	Existing Multifamily	Vacant Land or Redevelopment Opportunities	Future Population Growth	Future Employment Growth
Meadowood Mall	X	X	X	X	X	X	X
Longley Lane	X		X	X			X
South Meadows Parkway	X	X	X		X	X	X
McCabe Drive			X	X	X	X	X
Damonte Ranch Parkway	X		X		X		X
Downtown Damonte	X	X	X	X	X	X	X
Pioneer Parkway					X	X	X
Summit Mall	X	X	X	X	X	X	X

Figure 16: Factors influencing recommended stop locations.

The table identifies three major stop locations that include all criteria of an ideal stop location. The two north and south anchor points, Meadowood Mall in the north and the Summit Mall in the south justify the beginning and end of the proposed route. The third, in the area identified as Downtown Damonte, currently has the highest potential for concentration of riders and the greatest opportunity to include future development that will serve riders for transit along the corridor. Therefore, as part of this effort, alternatives explore the possibility of a transit route deviating from South Virginia Street to capture and serve the current and future population near Downtown Damonte.

ALTERNATIVE 1 – SUMMIT MALL

Route Description

Alternative 1 would provide service along S Virginia Street between Meadowood Mall in the north and Summit Mall in the south, as shown in **Figure 17**.

Stations would be at Longley Lane, South Meadows Parkway, McCabe Drive, Trinity Lane, and Damonte Ranch Parkway, and would connect riders to Bishop Manogue High School, Tamarack Casino, and various residential, retail and employment destinations along S Virginia Street.

To estimate the operational statistics shown in **Figure 8**, daily service frequency was assumed to be 15 minutes between 6am and 7pm and 30 minutes between 7pm and 10pm. 15-minute headways is the minimum level of service that would be considered BRT.

Operational statistics were also estimated for a “Robust Service Level Option” where service levels and spans match those of existing Virginia Line BRT. In this scenario, buses would operate at the frequencies and spans indicated in **Figure 9**.

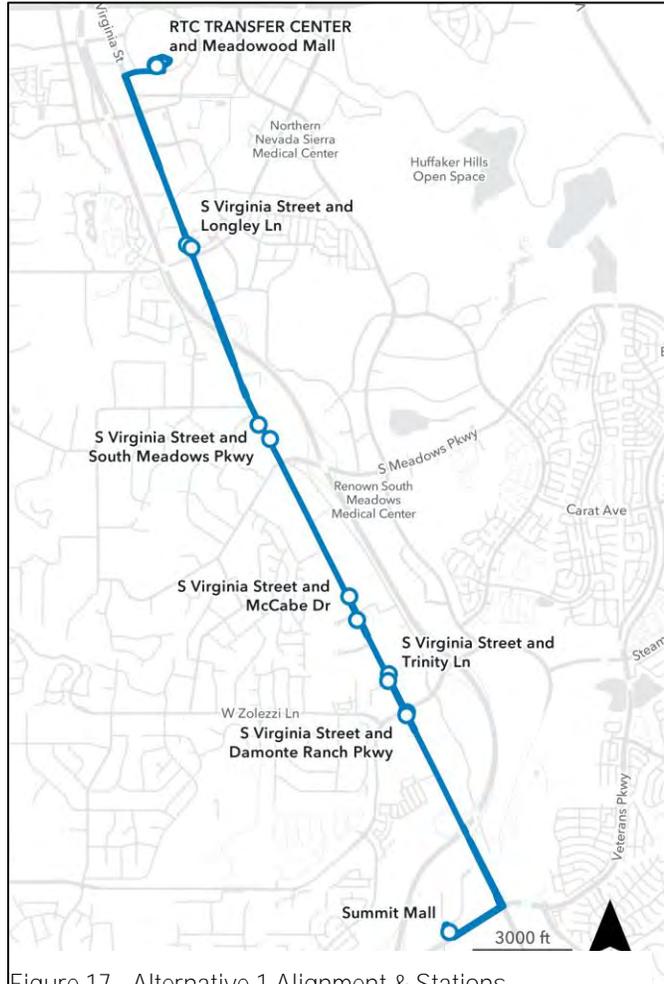


Figure 17 - Alternative 1 Alignment & Stations

Alternative 1 – Summit Mall	
Peak Operational Vehicles	4
Roundtrip Length (mi)	11.92
Stations (total)	12
Average Station Spacing (mi)	0.98
Frequency (min)	15 min (6am – 7pm) / 30 min (7 – 10pm)
Annual Operating Cost Estimate	\$2.05 million
Annual Operating Hours Estimate	20,500

Figure 18 - Alternative 1 Operations Summary

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Alternative 1 – Summit Mall – Robust Service Level Option	
Peak Operational Vehicles	6
Roundtrip Length (mi)	11.92
Stations (total)	12
Average Station Spacing (mi)	0.98
Weekday Frequency (min)	10.6 min (6am – 7pm) / 30 min (7 – 10pm) / 60 min (10 – 11:59pm)
Saturday Frequency (min)	12.3 min (6am – 7pm) / 30 min (7 – 10pm) / 60 min (10 – 11:59pm)
Sunday Frequency (min)	12.3 min (6:30am – 7pm) / 30 min (7 – 9pm) / 60 min (9 – 11pm)
Annual Operating Cost Estimate	\$2.79 million
Annual Operating Hours Estimate	27,851

Figure 19 - Alternative 1 Robust Service Levels Operations Summary

ALTERNATIVE 2 – DAMONTE RANCH

Route Description

Alternative 2 would provide service along South Virginia Street and Damonte Ranch Parkway between Meadowood Mall in the north and Damonte Ranch Town Center in the south, as shown in **Figure 20**.

Stations would be at Longley Lane, South Meadows Parkway, McCabe Drive, and Trinity Lane, and would connect riders to Bishop Manogue High School, and various residential, retail and employment destinations along S Virginia Street, mixed use retail and employment at the Damonte Ranch Town Center, and residences along Damonte Ranch Parkway.

To estimate the operational statistics shown in **21**, daily service frequency was assumed to be 15 minutes between 6am and 7pm and 30 minutes between 7pm and 10pm.

Operational statistics were also estimated for a “Robust Service Level Option” where service levels and spans match those of existing Virginia Line BRT. In this scenario, buses would operate at the frequencies and spans indicated in **Figure 22**. The proposed stop and route within Damonte Ranch is preliminary and would need to be finalized as the project moves forward.

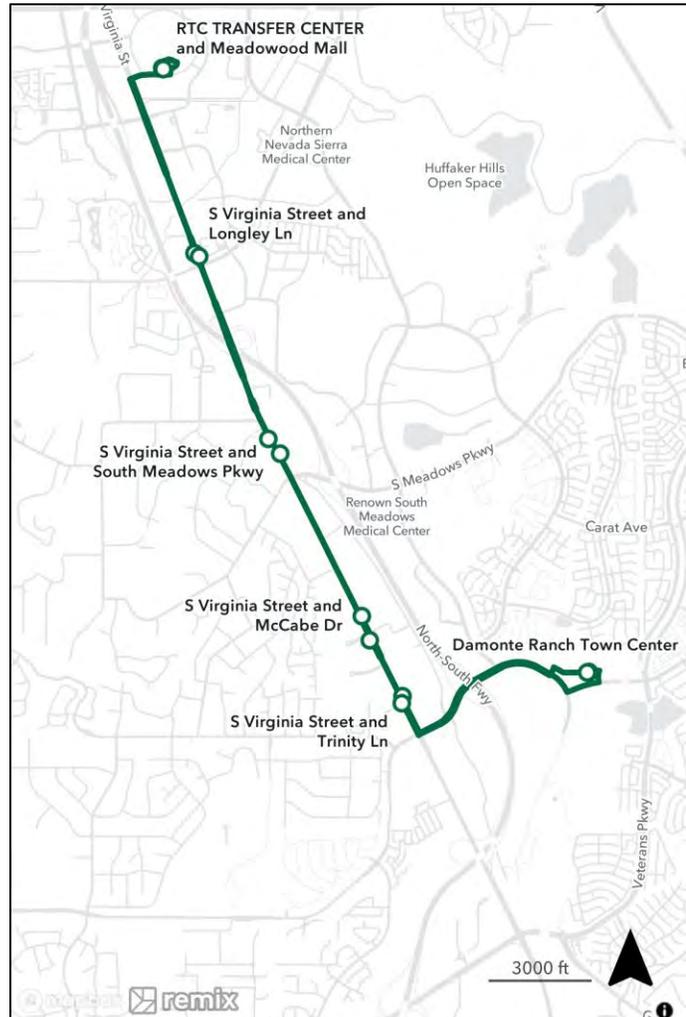


Figure 20 - Alternative 2 Alignment & Stations

The proposed stop and route within Damonte Ranch is preliminary and would need to be finalized as the project moves forward.

Alternative 2 – Damonte Ranch Town Center	
Peak Operational Vehicles	4
Roundtrip Length (mi)	11.07
Stations (total)	10
Average Station Spacing (mi)	1.11
Frequency (min)	15 min (6am – 7pm) / 30 min (7 – 10pm)
Annual Operating Cost Estimate	\$1.95 million
Annual Operating Hours Estimate	19,400

Figure 21 - Alternative 2 Operations Summary

Alternative 2 – Damonte Ranch Town Center – Robust Service Level Option	
Peak Operational Vehicles	6
Roundtrip Length (mi)	11.07
Stations (total)	10
Average Station Spacing (mi)	1.11
Weekday Frequency (min)	10.6 min (6am – 7pm) / 30 min (7 – 10pm) / 60 min (10 – 11:59pm)
Saturday Frequency (min)	12.3 min (6am – 7pm) / 30 min (7 – 10pm) / 60 min (10 – 11:59pm)
Sunday Frequency (min)	12.3 min (6:30am – 7pm) / 30 min (7 – 9pm) / 60 min (9 – 11pm)
Annual Operating Cost Estimate	\$2.64 million
Annual Operating Hours Estimate	26,378

Figure 22 - Alternative 2 Robust Service Levels Operations Summary

ALTERNATIVE 3 – SUMMIT MALL / DAMONTE RANCH LOOP

Route Description

Alternative 3 would operate as two independent loop routes, differentiated by a clockwise or counterclockwise direction of travel around the loop created by S Virginia Street, Damonte Ranch Parkway, Sage Hill Road, and Veterans Parkway. Each trip for both routes would begin and terminate at Meadowood Mall, extending to Summit Mall in the south, as shown in **Figure** .

Stations would be at Longley Lane, South Meadows Parkway, McCabe Drive, Trinity Lane, Damonte Ranch Parkway, Damonte Ranch Town Center, and Veterans Drive, and would connect riders to Bishop Manogue High School, Tamarack Casino, and mixed-use retail and residential destinations along S Virginia Street, Damonte Ranch Parkway, and Veterans Parkway.

To estimate the operational statistics shown in **Figure 24**, daily service frequency was assumed to be 15 minutes between 6am and 7pm and 30 minutes between 7pm and 10pm.⁴

Operational statistics were also estimated for a “Robust Service Level Option” where service levels and spans match those of existing Virginia Line BRT. In this scenario, buses would operate at the frequencies and spans indicated in the table below.

⁴ Each loop route would operate independently at a 30-minute frequency from 6am – 7pm and a 60-minute frequency from 7 – 10pm. Service for both loop routes would overlap along S Virginia Street between Meadowood Mall and Damonte Ranch Parkway, creating 15-minute frequency from 6am – 7pm and 30-minute frequency from 7 – 10pm along that portion of the route. Bi-directional service along the loop portion of the route would operate at a 30-minute frequency from 6am – 7pm and a 60-minute frequency from 7 – 10pm.

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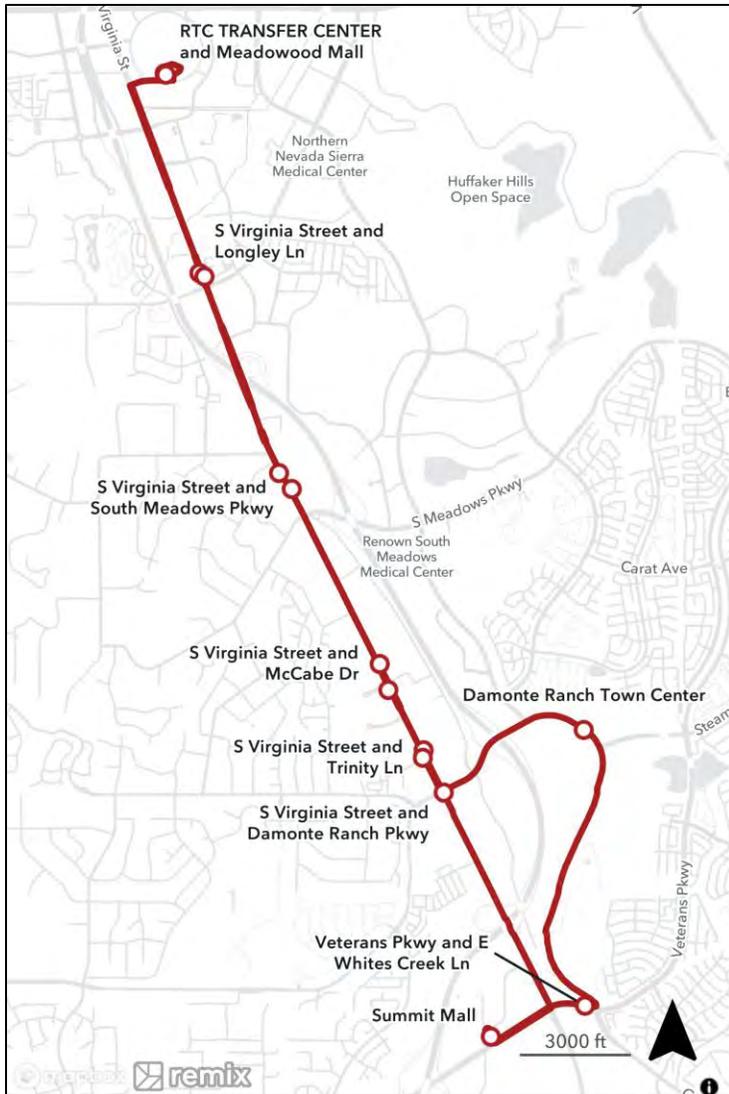


Figure 23 - Alternative 3 Alignment & Stations

Alternative 3 – Summit Mall / Damonte Ranch Loop	
Peak Operational Vehicles	4
Roundtrip Length (mi)	13.5
Stations (total)	15
Average Station Spacing (mi)	1.04
Frequency (min)	15 min (6am – 7pm) / 30 min (7 – 10pm)
Annual Operating Cost Estimate	\$2.16 million
Annual Operating Hours Estimate	21,700

Figure 24 - Alternative 3 Operations Summary

Alternative 3 – Summit Mall / Damonte Ranch Loop – Robust Service Level Option	
Peak Operational Vehicles	6
Roundtrip Length (mi)	13.5
Stations (total)	15
Average Station Spacing (mi)	1.04
Weekday Frequency (min)⁵	10.6 min (6am – 7pm) / 30 min (7 – 10pm) / 60 min (10 – 11:59pm)
Saturday Frequency (min)⁶	12.3 min (6am – 7pm) / 30 min (7 – 10pm) / 60 min (10 – 11:59pm)
Sunday Frequency (min)⁷	12.3 min (6:30am – 7pm) / 30 min (7 – 9pm) / 60 min (9 – 11pm)
Annual Operating Cost Estimate	\$2.90 million
Annual Operating Hours Estimate	29,046

Figure 25 - Alternative 3 Robust Service Levels Operations Summary

⁵ On weekdays, each loop route would operate independently at a 21.2-minute frequency from 6am – 7pm, a 60-minute frequency from 7 – 10pm, and a 120-minute frequency from 10 – 11:59pm. Service for both loop routes would overlap along S Virginia Street between Meadowood Mall and Damonte Ranch Parkway, creating a 10.6-minute frequency from 6am – 7pm, a 30-minute frequency from 7 – 10pm, and a 60-minute frequency from 10 – 11:59pm along that portion of the route. Bi-directional service along the loop portion of the route would operate at a 21.2-minute frequency from 6am – 7pm, a 60-minute frequency from 7 – 10pm, and a 120-minute frequency from 10 – 11:59pm.

⁶ On Saturdays, each loop route would operate independently at a 24.6-minute frequency from 6am – 7pm, a 60-minute frequency from 7 – 10pm, and a 120-minute frequency from 10 – 11:59pm. Service for both loop routes would overlap along S Virginia Street between Meadowood Mall and Damonte Ranch Parkway, creating a 12.3-minute frequency from 6am – 7pm, a 30-minute frequency from 7 – 10pm, and a 60-minute frequency from 10 – 11:59pm along that portion of the route. Bi-directional service along the loop portion of the route would operate at a 24.6-minute frequency from 6am – 7pm, a 60-minute frequency from 7 – 10pm, and a 120-minute frequency from 10 – 11:59pm.

⁷ On Sundays, each loop route would operate independently at a 24.6-minute frequency from 6:30am – 7pm, a 60-minute frequency from 7 – 9pm, and a 120-minute frequency from 9 – 11pm. Service for both loop routes would overlap along S Virginia Street between Meadowood Mall and Damonte Ranch Parkway, creating a 12.3-minute frequency from 6:30am – 7pm, a 30-minute frequency from 7 – 9pm, and a 60-minute frequency from 9 – 11pm along that portion of the route. Bi-directional service along the loop portion of the route would operate at a 24.6-minute frequency from 6:30am – 7pm, a 60-minute frequency from 7 – 9pm, and a 120-minute frequency from 9 – 11pm.

ALTERNATIVE 4 – EXTENSION OF EXISTING VIRGINIA LINE BRT TO DAMONTE RANCH

Alternative 4 would extend the existing Virginia Line BRT south of Meadowood Mall, creating a continuous route between the University of Nevada, Reno in the north and Damonte Ranch in the south, as shown in **Figure 7**.

Between Meadowood Mall and Damonte Ranch, Alternative 4 would provide service along S Virginia Street and Damonte Ranch Parkway, with stations located at Longley Lane, South Meadows Parkway, McCabe Drive, and Trinity Lane. These stations would connect riders to Bishop Manogue High School, various residential, retail and employment destinations along S Virginia Street, mixed use retail and employment at the Damonte Ranch Town Center, and residences along Damonte Ranch Parkway.

Alternative 4 operational statistics were estimated through assuming service levels and spans that match those of existing Virginia Line BRT as shown in Figure . Buses would operate at the frequencies and spans indicated in the table below.

Alternative 4 – Damonte Ranch	
Peak Operational Vehicles	10
Roundtrip Length (mi)	23.43 (12.36 miles of the existing Virginia Line with 11.07 being new service)
Stations (total)	36
Average Station Spacing (mi)	0.69
Weekday Frequency (min)	10.6 min (6am – 7pm) / 30 min (7 – 10pm) / 60 min (10 – 11:59pm)
Saturday Frequency (min)	12.3 min (6am – 7pm) / 30 min (7 – 10pm) / 60 min (10 – 11:59pm)
Sunday Frequency (min)	12.3 min (6:30am – 7pm) / 30 min (7 – 9pm) / 60 min (9 – 11pm)
Annual Operating Cost Estimate	\$4.81 million
Annual Operating Hours Estimate	48,085

Figure 26 - Alternative 4 Operations Summary

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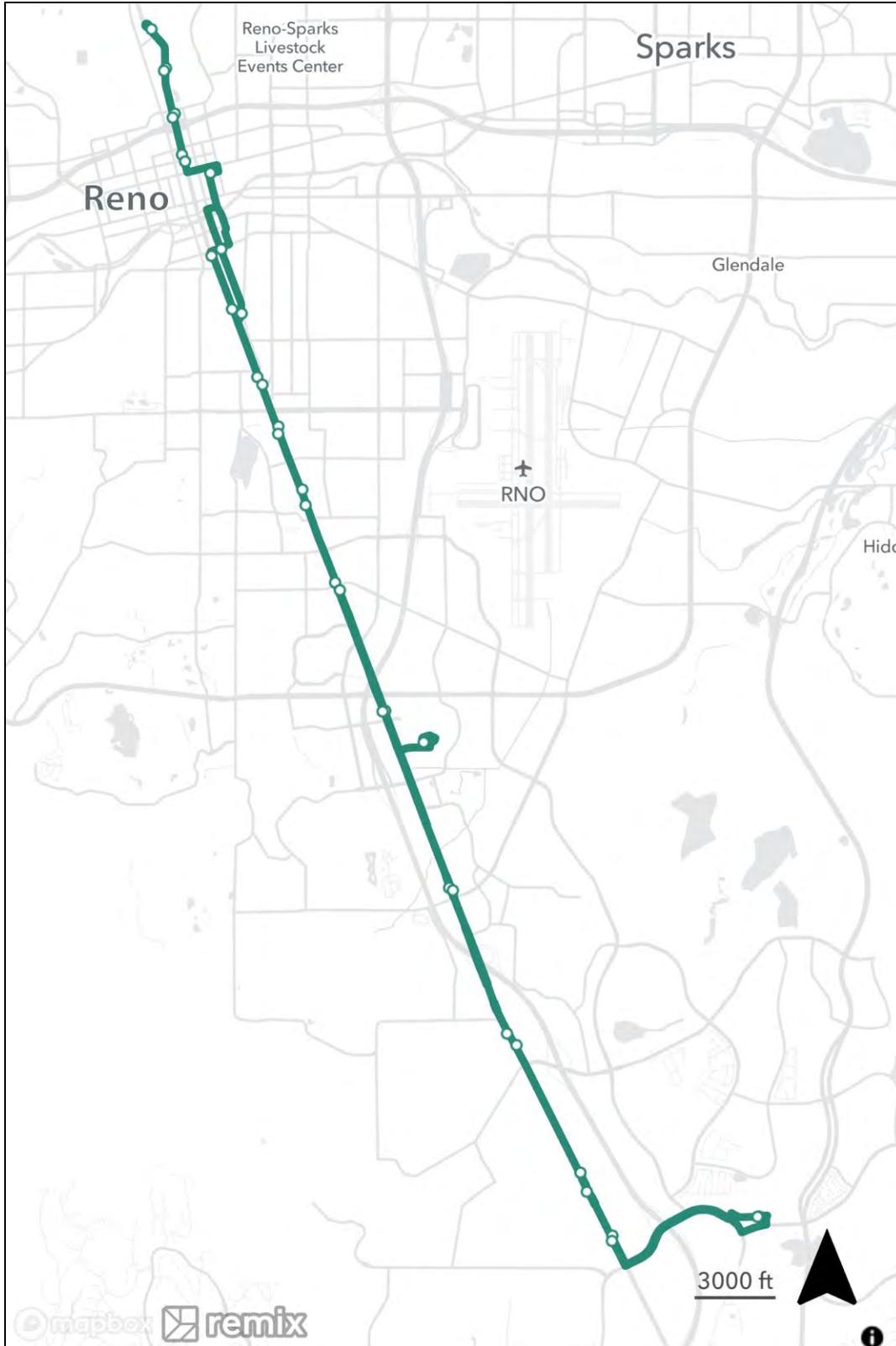


Figure 37 - Alternative 4 Alignment & Stations

ALTERNATIVES COMPARISON

A snapshot of the service and passenger experience pros and cons related to the four BRT service alternatives is provided below in **Figure 8**. As this corridor continues to develop, the potential service options could be updated to align station locations with new developments or pedestrian and bicycle facilities. These will be important factors in developing a final BRT service recommendation. Opportunities to connect with the planned FlexRIDE or Route 56 should be considered when comparing the benefits of potential service plans.

Alternative	Pros	Cons
Alternative 1 – Summit Mall	<ul style="list-style-type: none"> ▪ Shorter roundtrip length resulting in lower estimated annual operating costs ▪ Most direct BRT route staying on the South Virginia corridor ▪ ▪ 	<ul style="list-style-type: none"> ▪ Fewest destinations served, does not directly serve Downtown Damonte missing a large ridership opportunity (lowest ridership potential of the alternatives) ▪ Would require connecting transit service or FlexRIDE to reach the Damonte Ranch destinations. ▪ Would require passengers traveling from the North Virginia corridor to transfer to a new route.
Alternative 2 – Damonte Ranch	<ul style="list-style-type: none"> ▪ Shortest roundtrip length ▪ Lowest estimated annual operating cost ▪ Serves one of the highest ridership nodes 	<ul style="list-style-type: none"> ▪ Fewer destinations served including existing density near Summit Mall (lower ridership potential) ▪ Would require connecting transit service or FlexRIDE to reach the Summit Mall destinations. ▪ Would require passengers traveling from the North Virginia corridor to transfer to a new route.
Alternative 3 – Summit Mall/Damonte Ranch Loop	<ul style="list-style-type: none"> ▪ Greatest number of destinations served (highest ridership potential) 	<ul style="list-style-type: none"> ▪ Longest roundtrip length ▪ Highest estimated annual operating cost

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Alternative	Pros	Cons
<p>Alternative 4 – Extension of Current Virginia Line BRT to Damonte Ranch⁸</p>	<ul style="list-style-type: none"> ▪ Largest geographic coverage that would likely be more productive for generating ridership than connecting service that would require a transfer. ▪ Fewest number of peak operational vehicles required compared to scenarios where Alternatives 1, 2, or 3 and existing Virginia Line BRT service would be operated as separate routes ▪ Shortest roundtrip travel time compared to scenarios where Alternatives 1, 2, or 3 and existing Virginia Line BRT service would be operated as separate routes ▪ Lowest estimated annual operating cost compared to scenarios where Alternatives 1, 2, or 3 and existing Virginia Line BRT service would be operated as separate routes ▪ Passengers would not need to transfer for trips to the north Virginia corridor 	<ul style="list-style-type: none"> ▪ Lower level of service in loop portion of route ▪ Would require passengers traveling from the North Virginia corridor to transfer to a new route. ▪ Fewer destinations served including existing density near Summit Mall (lower ridership potential) ▪ Would require connecting transit service or FlexRIDE to reach the Summit Mall destinations.

⁸ Alternatives 1, 2, and 3 above assume that BRT service south of Meadowood Mall would be provided through a separate bus route than that of the existing Virginia Line BRT north of Meadowood Mall. In contrast, Alternative 4 is an extension of the existing Virginia Line BRT, combining service north and south of Meadowood Mall into one bus route. Because of this, the “Pros” and “Cons” listed for Alternative 4 compare against scenarios where existing Virginia Line service would be maintained and a new, separate BRT line south of Meadowood Mall, either Alternative 1, 2, or 3, would operate concurrently (i.e., for comparison with Alternative 4, operational statistics for Alternatives 1, 2, or 3 assume that two separate routes are operated and are combined with the statistics of the existing Virginia Line BRT). Assumed service levels and spans for Alternative 4 match those of the existing Virginia Line BRT.

Figure 48 - Pros and Cons of BRT Service Alternatives

Figure 9 displays a comparison of estimated operational statistics for the four BRT service alternatives, assuming service levels and spans that match those of the existing Virginia Line BRT. To provide an accurate comparison between Alternative 4, which includes the full Virginia corridor between the University of Nevada, Reno and Damonte Ranch, and the other three alternatives, operational statistics for Alternatives 1, 2, and 3 were combined with those of the existing Virginia Line BRT. This ensures that, for comparison purposes, each alternative considers the full Virginia corridor from the University of Nevada, Reno in the north to either Summit Mall or Damonte Ranch in the south.

As shown in **Figure 9**, there would be cost efficiencies associated with operating BRT service in the Virginia Street corridor south of Meadowood Mall as an extension of the existing Virginia Line BRT (Alternative 4) compared to operating service north and south of Meadowood Mall as two independent routes (Alternatives 1, 2, and 3). When determining whether to operate service south of Meadowood Mall as an extension of existing service, the ability to maintain on-time performance along the full route between the University of Nevada, Reno and Summit Mall or Damonte Ranch would need to be considered.

Alternative	Annual Operating Cost Estimate	Peak Operational Vehicles	Roundtrip Length	Stations	Annual Operating Hours Estimate
Existing Virginia Line + Alt 1 – Summit Mall	\$5.89 million	13	24.26 mi	38	58,817
Existing Virginia Line + Alt 2 – Damonte Ranch	\$5.74 million	13	23.41 mi	38	57,344
Existing Virginia Line + Alt 3 – Summit Mall/ Damonte Ranch Loop	\$6.00 million	13	25.84 mi	41	60,012
Alt 4 – Existing Virginia Line Extension to Damonte Ranch	\$4.81 million	10	23.43 mi	36	48,085

Figure 59 – Operations Comparison of BRT Service Alternatives

5 CORRIDOR RIDERSHIP FORECASTS

STOPS Ridership Modeling Forecasts

The Federal Transit Administration (FTA) has developed the Simplified Trips-on-Project Software (STOPS) that can be used to develop ridership forecasts for transit corridor projects. As part of this study, multiple STOPS model approaches were developed for the South Virginia Street corridor to evaluate ridership potential of the conceptual BRT service alternatives. The STOPS-based approaches relied on underlying Census data and a transit rider origin-destination survey conducted in 2017. Given the limited existing transit service/historical ridership and existing development in the project study area, using STOPS to forecast ridership for the South Virginia corridor, especially the southern end of the corridor, proved challenging. The results were nonetheless useful in providing high-level verification of four conceptual BRT alignments and potential ridership scenarios identified in the population analysis shown in Figure 9. However, the STOPS model would need to be refined for a more formal FTA Alternatives Analysis, which is necessary if the RTC were to apply to the FTA for discretionary grants to fund a future extension of the Virginia Line.

Four conceptual alignment/service alternatives were evaluated with the STOPS model. The conceptual alternatives are described in greater detail in the next section (Section 3) of the report. In addition to the four conceptual BRT alternatives, two land use alternatives were developed, tested, and analyzed to determine the impact that transit-supportive land use outcomes might have on ridership forecasts. And finally, STOPS includes a setting that represents the “visibility” of various levels of partial-fixed guideway transit services, such as BRT. Higher visibility settings are intended to represent features that improve the reliability and attractiveness of BRT, such as exclusive lane and/or signal priority treatment. Multiple variations of the visibility setting were tested to determine the potential impact that BRT service enhancements might have on ridership forecasts.

Initial forecasts based off the STOPS model indicate that the BRT service alternatives could generate between 1,000 and 2,000 additional daily riders in the South Virginia Street corridor by 2050. The lower end of the range would represent basic BRT service without a transit-supportive land use future, while the higher end of the range includes enhanced BRT service along with the realization of transit-supportive land uses.

While the overall magnitude of the STOPS-based forecasts is lower than the population-based ridership projections discussed in Figure 9, it is perhaps more useful to focus on the significant percentage changes in ridership that emerged from the STOPS modeling and testing. Those percentage changes in ridership outcomes are discussed in further detail below, but overall, initial STOPS modeling suggests that **ridership forecasts could increase by 46% to 53% over initial baseline forecasts.**

Several key findings that emerged from the STOPS modeling have broader implications for subsequent phases of this project, as noted below:

South Virginia TOD Study – Transit Technical Memo

RTC Washoe

- By a large margin, the existing Virginia Line consistently shows up as the strongest performer in terms of ridership. This is not only the case for near-term ridership forecasts, but also for the long-term. This confirms the existing Virginia Line as a logical foundational choice to build off and extend future service.
- Transit-supportive land uses matter. Sensitivity testing conducted with additional land use alternatives indicated that **complementary land uses could boost ridership 15%-22%**.
- Stop location/spacing positively influences ridership. Average stop spacing for the existing Virginia Line is every half-mile. Proposed average stop spacing for the four conceptual BRT alternatives under consideration in this study is one-mile. **Sensitivity testing conducted with the STOPS model during the latter phases of this study indicated that stop spacing closer to the existing Virginia Rapid Line could yield ridership gains of 15%-20%**.
- BRT enhancement treatments mean additional ridership. A visibility factor of .15 was used to calibrate the current year STOPS model. This factor represents the current level of visibility for the existing Virginia and Lincoln Lines. Factors of .30 and .50 were tested to determine the potential impact that enhancements might have on ridership outcomes for the four conceptual BRT alternatives under consideration in this study. The results of the sensitivity testing indicated that **BRT treatment enhancements such as exclusive lanes and/or signal prioritization could mean a ridership bump of 10%-26%**.

Should this project advance for further study, additional model calibration and refinement will be required to utilize STOPS for this corridor and for any FTA discretionary grant processes. In particular, the model would greatly benefit from a post-pandemic rider survey to update current behavior and more refined assumptions around future station access. While the forecasts based off the STOPS model are lower than the population-based ridership potential discussed in the previous section, they provide useful data points and findings to consider for the evaluation of the corridor for future BRT service.

The table below represents projected ridership from the STOPS model of the overall Virginia Line assuming a full route was in place from the UNR campus to Damonte Ranch/Summit Mall.

	2020 Baseline			2050 (Low)			2050 (High)		
	Virginia			Virginia			Virginia		
	Line	Project	Total	Line	Project	Total	Line	Project	Total
Alternative 1	6,900	1,000	7,900	8,450	1,250	9,700	8,800	1,900	10,700
Alternative 2	6,850	950	7,800	8,350	1,200	9,550	8,800	1,900	10,700
Alternative 3	6,850	950	7,800	8,350	1,200	9,550	8,800	1,850	10,650
Alternative 4	6,700	850	7,550	8,250	1,050	9,300	8,650	1,500	10,150

Figure 30 – STOPS Model Forecasts for Alternatives

6 RECOMMENDATIONS FOR NEXT STEPS

FTA ALTERNATIVES ANALYSIS

Based on the preliminary ridership forecasts completed as part of this effort along with the recommendations for TOD supportive land use improvements, the corridor could be a candidate for future BRT capital investment. A full Alternatives Analysis incorporating an updated STOPS ridership model should be completed as a first step in determining the feasibility for a full BRT investment. The service alternatives outlined in Section 3 should be used as a starting point for options to evaluate.

An important part of an Alternatives Analysis process is to determine capital and operating funding sources to support a new transit capital investment. This should include an evaluation of whether to pursue a Federal Transit Administration (FTA) Small Starts Capital Investment Grant (CIG). **Figure 31** shows a summary of the evaluation criteria that are used to evaluate projects for eligibility and award of federal CIG grants.

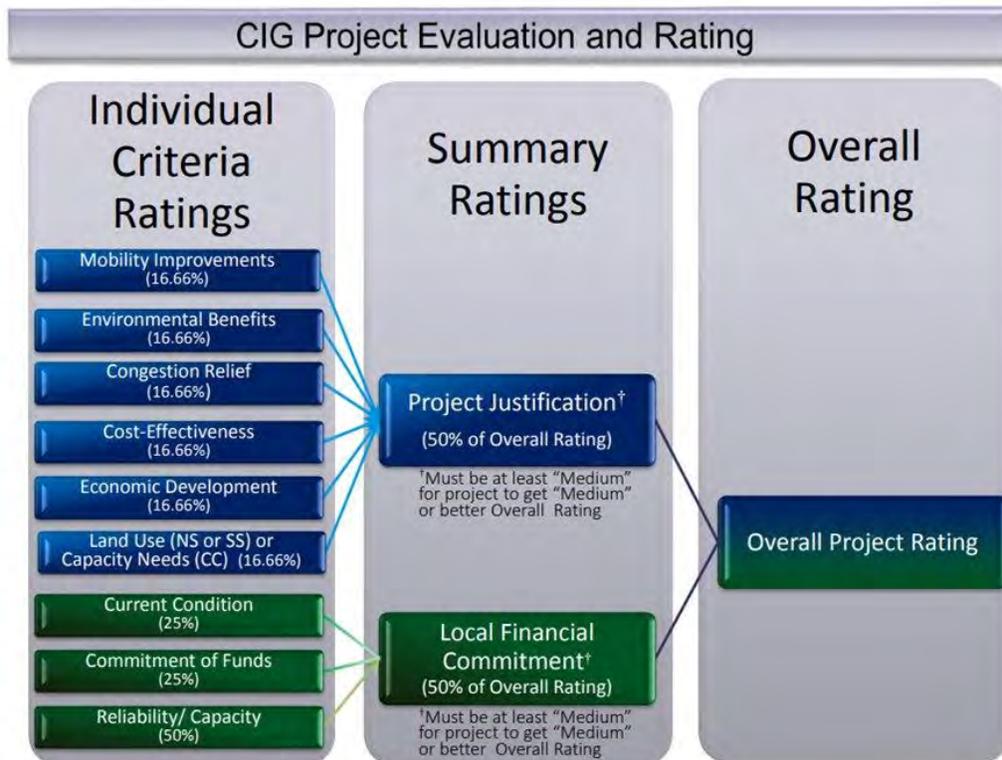


Figure 31- Capital Investment Grant Evaluation Criteria Summary

OPPORTUNITIES TO BUILD TRANSIT RIDERSHIP PRIOR TO BRT INVESTMENT

In addition to continuing with further study, there are opportunities to make incremental improvements to transit service along the South Virginia Street corridor that could build ridership to further support the future investment. These improvements could be made in coordination with new development along the corridor.

Phase 1 – Implement a Fixed Route Along on South Virginia

Prior to the delivery of full BRT service along the South Virginia Street corridor south of Meadowood Mall, interim service at frequencies lower than that of full BRT but greater than service levels provided by the Regional Connector could be introduced between Meadowood Mall, Summit Mall, and Damonte Ranch.

This would be beneficial if funding for operating transit service along the corridor becomes available ahead of funding for capital expenditures associated with full BRT service and passenger amenities. Introducing a route along South Virginia Street could also assist RTC in starting to build a ridership base along the corridor south of Meadowood Mall that could help build community and funding support for full BRT service delivery. This interim service could supplement the existing, or work in conjunction with a modified Route 56 service. Introducing service as a local route prior to a full BRT investment is also an opportunity to evaluate which stops are the most productive and would be good candidates for capital investments or to help inform how many stations would be needed for a future BRT route.

Phase 2 – Bus Stop Improvements

An interim step for enhancing transit service within the study area could be the improvement of passenger amenities at existing bus stops along the portions of Route 56 and the RTC Regional Connector that overlap with any of the proposed alternatives described above. Within the quickly growing study area, RTC Washoe could coordinate with those responsible for the development of properties adjacent to existing or potential bus stops on the improvement of passenger facilities and safe access to them.

Phase 3 – BRT Service Implementation

After the implementation of interim transit service along the South Virginia Street corridor, ridership should be monitored to gauge the potential viability of BRT service within the study area. This interim service ridership, along with future ridership potential driven by planned changes in land use intensity and the enhanced service levels and passenger amenities associated with BRT, should be considered key factors in determining when BRT should be implemented.

In connecting the planned FlexRIDE on-demand service area to South Virginia Street BRT within the study area, considerations would need to be given to the provision of space within BRT station

South Virginia TOD Study – Transit Technical Memo

RTC Washoe

footprints for on-demand transit use, the deployment of rides to align with fixed-route schedules, and the maintenance of sufficient vehicle capacity to handle peak-period demand connecting to fixed-route service. Potential connection points between FlexRIDE and South Virginia Street BRT are shown in **Figure 8**.

The analysis in this study suggests extending the existing Virginia Line route may be a good option to provide enhanced transit service to the South Virginia study area. This could be done incrementally with an initial extension to Damonte Ranch. The service could be modified to serve additional stops or destinations in response to continued development along the corridor.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 6.4.

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: RTC Strategic Roadmap for FY 2025-2027

RECOMMENDED ACTION

Acknowledge receipt of the RTC Strategic Roadmap for FY 2025-2027 and provide input and direction regarding next steps.

BACKGROUND AND DISCUSSION

At the Board's workshop in March 2024, the Board discussed updated Strategic Goals to align with the Board's Vision Board for our community network experience:

- (1) Expand public transportation utilization.
- (2) Promote neighborhood mobility.
- (3) Explore Truckee River as a mobility corridor.
- (4) Proactively manage congestion.
- (5) Improve network safety.
- (6) Sustainable maintenance of our roads.
- (7) Be an engage organization.

The attached document outlines workplans for staff to successfully accomplish the Board direction received to update these goals for FY 2025. These workplans include detailed outcomes, champions, approaches, objectives, and measures of success for all goals. Staff will return to the Board for additional policy decisions or with finalized reports.

Erica Olsen of OnStrategy will present the updates that have been made to the roadmap in order to receive direction from the Board.

FISCAL IMPACT

Funding for this item is included in the approved FY 2024 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

- 03/22/2024 Board Workshop.
- 06/16/2023 Acknowledged receipt of the RTC Strategic Roadmap for FY 2024 and provide input and direction regarding next steps.



VISION BOARD FOR OUR COMMUNITY NETWORK EXPERIENCE

As Summary 2024 Board Retreat

What we value in our community network experience...

Transit

Planning for the future growth of our community. Reaching & serving diverse populations.



Connected Neighborhoods

Connected bike network with connected neighborhoods.

River Corridor

Downtown planning designed for walking, biking, and cars. Connecting both downtowns.



Systemwide Performance

Maintain the system to achieve 20-30 min network.



Safety

Safe school zones, safe pedestrian walkways, and equal access for ADA communities.

Sustainable Maintenance

Sustainable approach to maintenance.

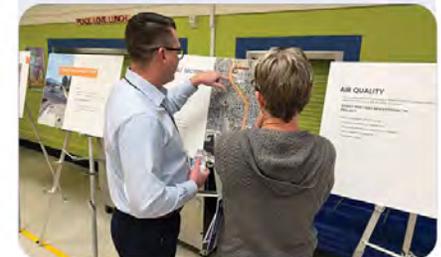


Communication & Collaboration

Increased community collaboration, outreach, and inclusivity of Spanish-speaking population.

Long-term Planning & Financial Stewardship

Stop being reactive and start being proactive. Less "prioritizing the squeaky wheel."





STRATEGIC ROADMAP FY25-27

Strategic Plan Summary as of Summer 2024

OUR MISSION

Building a better community through quality transportation.



STATEMENT OF CULTURE

RESPECT

Respect is demonstrated through our work as subject matter experts, by actively listening and effectively communicating with others, and interacting ethically.

TRUST

Trust is shown through accountability in our tasks, acting with integrity, and being responsive to stakeholders.

COMMITMENT

Commitment is illustrated by exceeding expectations, being collaborative, and keeping public service at the forefront of our actions.

STRATEGIC GOALS

- #1 Expand public transportation utilization.
- #2 Promote neighborhood mobility.
- #3 Explore the Truckee River as a mobility corridor.
- #4 Proactively manage congestion.
- #5 Improve network safety.
- #6 Sustainable maintenance of our roads.
- #7 Be an engaged organization.



STRATEGIC ROADMAP

FY25-27 | As of Summer 2024





Mission and Culture

Mission Statement

Building a better community through quality transportation.

Statement of Culture

The Regional Transportation Commission of Washoe County is committed to a culture that exhibits respect, trust, and commitment in our work and interactions between employees and with the public, businesses, regional partners, and other agencies.

RESPECT

Respect requires understanding and appreciating the expertise and contributions of others and interacting with others in a way that reflects that understanding and appreciation. Respect is demonstrated through our work as subject matter experts by actively listening and effectively communicating with others and interacting ethically.

TRUST

Trust requires giving others the benefit of the doubt with regard to their motives and character and by giving others the opportunity to express their beliefs and be accountable for their actions. Trust is shown through accountability in our tasks, acting with integrity, and being responsive to stakeholders.

COMMITMENT

Commitment requires embracing individual responsibility for achieving team goals and taking the action that is necessary to follow through on that responsibility and achieve those goals. Commitment is illustrated by exceeding expectations, being collaborative, and keeping public service at the forefront of our actions.

Strategic Goals

#1 Expand public transportation utilization.

#2 Promote neighborhood mobility.

#3 Explore Truckee River as a Mobility Corridor.

#4 Proactively manage congestion.

#5 Improve network safety.

#6 Sustainable maintenance of our roads.

#7 Be an engaged organization.



Strategic Goal

#1

Expand public transportation utilization.

Success looks like... an increase in ridership.

Why? Provide access to everyone who needs and wants public transportation through a suite of options to meet current ridership and deliver additional opportunities to serve more of our residents.

Champion: Director of Public Transportation

Detailed Plan: TOPS

OUR APPROACH

Equitable and Accessible Ridership: The RTC is committed to increasing ridership by improving equity and ensuring access to its services. This effort will particularly focus on the needs of Spanish-speaking and student populations.

Reliable and Safe Service: The agency continuously works to enhance RTC public transit, aiming to deliver a service that is both safe and reliable. A friendly customer environment remains a high priority.

Service Innovation: The RTC places a strong emphasis on service innovation to upgrade public transit and enrich the customer experience. These innovations are designed to meet evolving user needs and preferences.

Financial Sustainability: The agency strives to use its resources efficiently focusing on maximizing ridership while expanding service coverage. This approach ensures the financial sustainability of RTC services.

OUTCOMES & FY25 FOCUS

Agency Outcomes	FY25 Initiatives
Enhance service frequency & availability.	Implement service changes.
Focus on attracting the next generation of riders to include Spanish-speaking population and youth.	Revise facilities (specifically 4SS & CP) to make more inviting. Pilot project for "Free for Kids" during summer. Enhanced marketing for students and Spanish speaking populations.
Proactively plan for the future growth of our system and service demand.	Complete Tahoe Study to determine our role. Begin design of Replacement Maintenance Facility. Start TOPS.



KPIs

KPI	FY24 Actuals	Target Direction
Increase system ridership.	7.13% increase	Up
Increase in jobs accessible with transit.	17.8K increase	Up
Increase in population with transit available.	121K increase	Up
On-time performance (RIDE).	89.0%	Up
On-time performance (FlexRIDE).	91.4%	Up
On-time performance (ACCESS).	87.2%	Up
Passengers per service hour (RIDE).	20.38	Up
Number of students riding buses (EdPass)	41.66% increase	Up
Number of Spanish language contacts (Transit app usage)	New	FY25 Baseline

Strategic Goal

#2

Promote neighborhood mobility.

Success looks like... More people choosing to walk or ride bikes within neighborhoods and expand the interconnection between neighborhoods.

Why? Increase accessibility and mobility options as well as reduce congestion and emissions in our region.

Champion: Director of Planning

Detailed Plan: Active Transportation Plan

OUR APPROACH

Sustainable, Dedicated Approach to Active Transportation: The RTC has established an Active Transportation Program committed to planning, funding, and implementing neighborhood networks. This approach aims to support sustainable transportation options across the community.

Complete, Connected Neighborhoods: Through the development of Neighborhood Network Plans, the agency will establish localized priorities tailored to specific neighborhood connectivity needs. These plans are designed to foster complete and connected communities.

OUTCOMES & FY25 FOCUS

Agency Outcomes	FY25 Initiatives
<p>Achieve a more balanced mode split. (more people walking and biking)</p>	<p>Establish the ATP program, with dedicated staffing. Capture and track performance measures of ATP plan.</p>
<p>All neighborhoods in the greater Reno-Sparks area have a neighborhood plan.</p>	<p>Create two Neighborhood Plans.</p>
<p>Improved regional connectivity between neighborhoods.</p>	<p>Baseline total throughput to assess did we improve the overall connection? (Focus on 1-2 regional roads; track the relationship between the TAZs)</p>



KPIs

KPI	FY24 Actuals	Target Direction
Increase in pedestrian and bicycle trips	New	FY25 Baseline
Number of miles of bicycle facilities constructed	4.79 miles	Up
Number of miles of pedestrian facilities constructed	New	FY25 Baseline
Number of residents within a 15-minute ride from a school on a low-stress network	New	FY25 Baseline



Strategic Goal

#3

Explore the Truckee River as a mobility corridor.

Success looks like... Exploring opportunities to improve the Truckee River as a transportation corridor.

Why? To support community efforts around the Truckee River.

Champion: Planning Director

Detailed Plan: Corridor Plan

OUR APPROACH

Capitalize on Transportation Opportunities: The RTC will intensify its efforts to redefine the utilization of the Truckee River for transportation purposes. This strategic focus includes identifying areas for improvement and specific projects aimed at enhancing transportation infrastructure and services along the river.

Work With All Jurisdictions: The agency's efforts will be inherently cross-jurisdictional, involving close collaboration with regional partners and community groups. This cooperative approach is designed to ensure that transportation initiatives are comprehensive, well-coordinated, and beneficial across multiple jurisdictions.

OUTCOMES & FY25 FOCUS

Outcomes	FY25 Initiatives & KPIs
<p>Shape the path forward and regional jurisdiction approaches the river such as multi-use paths.</p>	<p>Identify the existing conditions; inventory of what is out there today.</p> <p>Define RTC's role.</p>



Strategic Goal

#4

Proactively manage congestion.

Success looks like... maintaining or improving systemwide performance without capacity reduction by maximizing the current roadway capacities.

Why? Maximize our existing resources and manage quality of life as the region grows.

Champion: Director of Engineering

Detailed Plan: ITS SMP & Corridor Studies

OUR APPROACH

Regional Traffic Management: In collaboration with regional partners, the RTC is set to establish a Traffic Management Center. This center will centralize proactive and reactive management of arterial operations, enhancing efficiency and response times across the network.

Addressing Key Growth Areas in North Valleys and TRIC: The RTC's strategic focus includes enhancing reliability through the development of the Traffic Management Center, conducting corridor studies, and creating new connections. These initiatives are designed to support rapid growth areas, improving overall transportation fluidity and connectivity.

OUTCOMES & FY25 Focus

Outcomes	FY25 Initiatives
Dynamically manage traffic across the region.	Complete the TMC infrastructure, staffing & funding approvals. Complete the RTP.
Increase transportation options that connect to growth areas outside of Washoe County Metropolitan Area.	Reno-Sparks-TRIC Rail Alternatives Modes Study – underway. Preparing the BLM Permit Application for TRI Center Northern Connection.



KPIs

KPI	FY24 Actuals	Proposed Direction
Number of green traffic lights per every red traffic light	New	FY25 Baseline (3.7)
Number of signal timing improvements	New	FY25 Baseline
% of signals connected to high-speed fiber	75%	Up
Average trip time (in McCarran) - INRX data	10.73 minutes	Maintain
Average trip time (regional urban area) - INRX data	11.05 minutes	Maintain
Average commute time (Peak Times)	New	FY25 Baseline



Strategic Goal

#5

Improve network safety.

Success looks like... Realize a tangible reduction in both the severity and frequency of traffic crashes.

Why? Safety is our number one priority.

Champion: Directors of Engineering & Planning

Detailed Plan: Intersection Safety Priority Plan & RTP

OUR APPROACH

Strategic Safety Planning: Implementing an agency-specific Comprehensive Safety Action Plan involves advanced data collection and analysis to identify and prioritize safety improvements across the regional road network. This method focuses on developing a strategic approach to systematically enhance road safety based on empirical data.

Enhanced Data Utilization and Risk Prediction: Updating the high-injury network and collecting comprehensive roadway attribute data are crucial to improving safety. This includes developing a predictive safety tool to estimate crash risks and severity across different corridors and intersections, enabling a proactive approach to roadway safety.

Equity & Vulnerability Focus: Prioritizing vulnerable road users and underserved communities ensures that safety interventions address those most at risk. By focusing on reducing fatalities, serious injuries among these groups and considering the equity impact of safety plans, this method aims to create a more inclusive, effective road safety approach.

Rapid Implementation & Community Engagement: Utilizing quick-build projects allows for the swift testing and evaluation of low-cost, high-impact safety countermeasures. Engaging stakeholders through outreach ensures that the safety initiatives align with community needs, fostering a collaborative approach to improving roadway safety.



OUTCOMES & FY25 FOCUS

Outcomes	FY25 Initiatives
Remove roadway segments and intersections off the High-Injury Network.	Complete the University-area Implementation Study.
Develop a more data-driven approach to Road Safety.	Utilize federal funding to improve corridor safety on West 4 th Street and Sixth Street. Initiate a process for data collection related to road safety.
Sync up with the WC Infrastructure Plan project timing with RTC's Active Transportation Program.	North Valleys High School: Analyze along with neighboring elementary schools in a neighborhood plan. Stead Elementary

KPIs

KPI	FY24 Actuals	Target Direction
Number of awareness campaigns completed	1	Maintain
Number of intersections improved on High-Injury Network	New	FY25 Baseline
# of signalized and unsignalized intersections analyzed for safety	New	FY25 Baseline (40 - 20 signalized and 20 non-signalized)
# of (% of) regional roadways (or segments) analyzed for safety	New	FY25 Baseline



Strategic Goal

#6

Sustainable maintenance of our roads.

Success looks like... Finding the optimal balance within the region on what we spend on maintenance and investing in developing new roads.

Why? To ensure we are optimizing available funding to maximize the overall health of our regional roadway network.

Champion: Director of Finance

Detailed Plan: Roadway Maintenance Needs Study

OUR APPROACH

Lead Regional Coordination: Create a regional approach to road maintenance in partnership with regional partners and the Nevada Department of Transportation (NDOT). This strategy will streamline efforts and resources, ensuring more efficient and consistent road maintenance across jurisdictions.

Long-Term Financial Planning: Align revenue and expenses with the Capital Improvement Plan (CIP) and the Regional Transportation Plan (RTP) to deliver projects when the community needs them most. This alignment ensures that financial resources are efficiently utilized to meet long-term transportation infrastructure goals.

Federal Funding: Identify and secure federal funding for large infrastructure projects, safeguarding limited resources through prudent management and the application of Street and Highways Policy. This approach enhances the financial stability of transportation projects and ensures adherence to high infrastructure development standards.

OUTCOMES & FY25 FOCUS

Outcomes	FY25 Initiatives
Identify funding gaps related to regional road maintenance by jurisdiction and identify possible mechanisms to fill those gaps with our regional partners.	Complete Maintenance Study.
Support local jurisdiction in the pursuit of federal funding for roadway maintenance needs.	Community-Directed Spending assistance with local jurisdiction submission.
Recommendations for policy options for taxes and fees for EVs in Washoe County.	Complete the third-party study by the Guinn Center



KPIs

KPI	FY24 Actuals	Target Direction
Miles of road surface replaced	New	FY25 Baseline
PCI for Regional Roads	80	80
Federal funding applied for with local jurisdictions	New	FY25 Baseline (\$6 Million)
Annual budget adherence within 5% (Capital).	95%	Up
Funding available to deliver scheduled projects coming within 5% of estimate (Capital).	73.1%	Up
Sq. Ft. of pavement preservation completed	15M	Maintain

Strategic Goal

#7

Be an engaged organization.

Success looks like... a proactive approach to our work that is responsive to the needs of our staff and community.

Why? Planning ahead is critical to our effectiveness. We are the builders of our community's transportation future.

Champion: Executive Director

OUR APPROACH

Foster Staff Engagement and Development: Integrate employee feedback into strategic decisions to better align everyone with the organizational direction and foster a sense of inclusion and purpose. This integration is complemented by continuous professional growth opportunities that enhance staff engagement and support, ultimately building a more dedicated and skilled workforce.

Enhance Communication Dynamics: Strengthen both internal and external communications by establishing clear, feedback-inclusive channels within the organization, extending to contract employees and riders. This approach ensures that all stakeholders are informed and can contribute to the dialogue, enhancing overall communication effectiveness and responsiveness.



OUTCOMES & FY25 FOCUS

Outcomes	FY25 Initiatives
Foster engaged, developing & supporting staff.	<ul style="list-style-type: none"> Complete Comp & Class Study. Identify P4P adjustment. Complete Executive Coaching & training contract. Outline staffing needs for TMC. Organization-wide celebration of accomplishments.
Strengthen contractor-employee relationships.	<ul style="list-style-type: none"> Support contractors to enhance employee satisfaction.
Effective communication – internally & externally.	<ul style="list-style-type: none"> Develop a calendar of outreach activities throughout the year. Implement periodic snap surveys. Recommend how to best tell RTC's story publicly.

KPIs

KPI	FY24 Actuals	Target Direction
Number of public engagement interactions (2-way conversations)	24	Maintain
Social media engagement scores	New	FY25 Baseline
Number of RTC proactive good news stories (e.g. Op-Eds)	New	FY25 Baseline
Number of Snap Surveys	3	Maintain



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 6.5.

To: Regional Transportation Commission

From: Bill Thomas, AICP, Executive Director

SUBJECT: FY 2025 RTC Goals

RECOMMENDED ACTION

Approve the RTC Goals for Fiscal Year (FY) 2025 (July 1, 2024 to June 30, 2025).

BACKGROUND AND DISCUSSION

The attached draft goals for the Agency for FY 2025 have been developed based on the updated RTC Strategic Roadmap, March 2024 Board Retreat, and FY 2025 budget process. In accordance with RTC's Personnel Rules, the Board sets performance goals for the Agency. Each year, the Board is asked to approve goals for the agency at or near the beginning of each fiscal year. The attached draft goals are aligned with the RTC's Strategic Roadmap and reflect the Board's priorities for the Agency. They are also measurable and achievable, and they are aligned with the Agency's resources.

FISCAL IMPACT

Funding for this item is included in the approved FY 2025 budget and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

6/16/2023 Approved the RTC Goals for FY 2024.



FY 2025 RTC GOALS

Engineering

- 1) Begin Design:
 - a. Pyramid Way/Sparks Boulevard/Highland Ranch Intersection
 - b. Keystone Avenue Bridge Replacement
 - c. Moya Boulevard Widening Project
 - d. Sixth Street for All Project
- 2) Begin Project Construction:
 - a. 2025 Pavement Preservation Program
 - b. Arlington Avenue Bridges
 - c. Sparks Boulevard Capacity Improvement
 - d. Mill Street Capacity & Safety
- 3) Complete Project Construction:
 - a. 2024 Pavement Preservation Program
 - b. Raleigh Heights Rehabilitation
 - c. Steamboat Parkway Improvement/South Meadows Traffic Enhancements
 - d. N Virginia Street University Rehabilitation
 - e. S Virginia Street & I580 Exit 29 Capacity & Safety
- 4) Begin implementation of ITS Master Plan and standup of Traffic Management Center:
 - a. Implement new centralized Regional Advanced Traffic Management System (ATMS)
 - b. Update Regional ITS and Signal Asset Management Data
 - c. Implement a regional traveler information service (511)
 - d. Initiate Capability Maturity Model (CMM) Assessment
- 5) Prepare the BLM Permit Application for Lemmon Valley-Spanish Springs Connector and the La Posada Connection.
- 6) Complete the University-area Implementation Study.
- 7) Initiate Orange Book update.

Planning

- 8) Initiate:
 - a. Lake Tahoe Study to determine RTC role
 - b. TRIC Rail Implementation Plan
 - c. Truckee River Transportation Network Study
 - d. Two Neighborhood Plans
- 9) Complete:
 - a. Regional Freight Plan
 - b. Regional Travel Characteristics Study
 - c. Regional Transportation Plan Update
- 10) Establish the Active Transportation Plan program, including tracking of performance measures.
- 11) Develop a Safety Action Plan for the Truckee Meadows, in collaboration with the School District.
- 12) Define options for formally integrating TRIC into transportation planning.

Public Transportation & Operations

- 13) Initiate update to TOPS Plan.
- 14) Utilize project management application on major capital projects to improve collaboration with Engineering Department.
- 15) Complete design of Meadowood Mall Transit Station.
- 16) Begin design on replacement maintenance facility.
- 17) Conduct summer free fares for youth pilot.
- 18) Update 4SS and CP for improved rider experience.
- 19) Increase outreach efforts to potential riders within the Spanish-speaking and student populations
- 20) Support contractors to enhance contractor-employee satisfaction.

Executive

- 21) Explore opportunities to improve the Truckee River as a transportation corridor.
- 22) Complete executive coaching and training contract for Director Team. Initiate executive coaching for Leadership Team (supervisors).
- 23) Develop a learning library to enhance the effectiveness of staff reports and research.
- 24) Complete comp. and class study, including identification of Pay-for-Performance future plan.
- 25) Continue culture efforts through periodic snap surveys and telling the story of RTC.
- 26) Secure Federal Funding for Sun Valley Blvd Phase 2 Construction.
- 27) Complete analysis of local and regional maintenance needs and potential solutions via maintenance study.
- 28) Select FM/HRIS evaluator bid to upgrade internal software systems.
- 29) Better align anticipated budget expenditures to capital improvement project timelines.
- 30) Coordinate Community-Directed Spending assistance with local jurisdiction submission.
- 31) Complete a third-party study regarding fuel tax funding source augmentation for Washoe County.
- 32) Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 7.1.

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: Executive Director Report

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 7.2.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Report Discussion

RECOMMENDED ACTION

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/19/2024

Agenda Item: 7.3.

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

SUBJECT: NDOT Report

RECOMMENDED ACTION

Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason or designated NDOT Deputy Director - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.
