

TAHOE TRANSPORTATION DISTRICT (TTD)

Notice of Agenda and Agenda

Tahoe Regional Planning Agency
128 Market Street
Stateline, NV 89449

March 5, 2025
3:00 p.m.

The Tahoe Transportation District Board meeting will be physically open to the public at Tahoe Regional Planning Agency, Stateline, NV 89449 and in accordance with applicable law, Board members may be teleconferencing into the meeting via GoToWebinar.

To attend the TTD Board Meeting remotely, use the following link:
<https://attendee.gotowebinar.com/register/7712844716513173847>

Members of the public may observe the meeting and submit comments in person at the above location or via GoToWebinar. Please be advised that those participating in the meeting remotely do so at their own risk. Board meetings will not be cancelled due to technical difficulties. Members of the public may also provide public comment by sending comments to the Clerk to the Board by email at jallen@tahoetransportation.org. Please note which agenda item the comment pertains to. Comments will be distributed at the Board meeting and attached to the minutes of the meeting. Comments for each agenda item should be submitted prior to the close of that agenda item.

Any member of the public who needs accommodations should email or call Judi Allen who will use her best efforts to provide reasonable accommodations to provide as much accessibility as possible, while also maintaining public safety in accordance with TTD's procedure for resolving reasonable accommodation requests. All reasonable accommodations offered will be listed on the TTD website at tahoetransportation.org.

All items on this agenda are action items unless otherwise noted. Items on the agenda may be taken out of order. The Board may combine two or more items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. CALL TO ORDER AND GENERAL MATTERS

- A. Roll Call and Determination of Quorum of TTD
- B. *For Possible Action:* Approval of Agenda for March 5, 2025

II. PUBLIC INTEREST COMMENTS

At this time, members of the public shall have the opportunity to directly address the Board. All comments are to be limited to no more than three minutes per person. The Board is prohibited by law from taking immediate action on or discussing issues raised by the public that are not listed on this agenda. In addition, members of the public shall have the opportunity to directly address the Board after each item on which action may be taken is discussed by the public body, but before the public body takes action on the item.

III. FOR INFORMATION: REGIONAL TRANSIT AND CAPITAL PROGRAMS COMMITTEE REPORT OF FEBRUARY 27, 2025 MEETING

IV. FOR INFORMATION: FINANCE AND PERSONNEL COMMITTEE REPORT OF MARCH 5, 2025 MEETING

V.	TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS	<u>Page</u>
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	B. <i>For Possible Action:</i> Award Contract to AtkinsRealis of Reno, Nevada for Project Engineering and Environmental Services for the Nevada State Route 28 Central Corridor Sand Harbor to Thunderbird Cove Trail, Transit and Safety Improvements Project, in an Amount Not to Exceed \$3,009,563 Plus a Five Percent Design Contingency of \$150,478 for a Total Contract Authorization of \$3,160,041	17
VI.	TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS	<u>Page</u>
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COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS

This notice and agenda has been posted at the TTD office and at the Stateline, Nevada post office. The notice and agenda has also been posted at the North Tahoe Conference Center in Kings Beach, the Incline Village GID office, the North Tahoe Chamber of Commerce, and on TTD's website: www.tahoetransportation.org.

For those individuals with a disability who require a modification or accommodation in order to participate in the public meeting, please contact Judi Allen at (775) 589-5502 or jallen@tahoetransportation.org.

Open Meeting Law Compliance

Written notice of this meeting has been given at least seven days before the meeting by posting a copy of this agenda at the principal office of the Board and at three other separate, prominent places within the jurisdiction of the Board no later than the seventh day before the meeting.

Written notice of this meeting has been given by providing a copy of this agenda to any person who has requested notice of the meetings of the Board. Such notice was delivered to the postal service used by the Board no later than the seventh day before the meeting for transmittal to the requester by regular mail, or if feasible for the Board and the requester has agreed to receive the public notice by electronic mail, transmitted to the requester by electronic mail sent no later than the seventh day before the meeting.

Supporting materials were provided to any person requesting such materials and were made available to the requester at the time the material was provided to the members of the Board or, if provided to the members of the Board at the meeting, were made available to the requester at the meeting and are available on the TTD website: www.tahoetransportation.org. Please send requests for copies of supporting materials to Judi Allen at (775) 589-5502 or jallen@tahoetransportation.org.



MEMORANDUM

Date: February 26, 2025

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – Joanie Schmitt, CFO

Subject: Review and Acceptance of the District’s Financial Statement of Operations for the First Half of Fiscal Year 2025 Through December 31, 2024

Action Requested:

It is requested the Board accept the Financial Statement of Operations for the first half of fiscal year 2025 (FY25) ending December 31, 2024.

Fiscal Analysis:

TTD is reporting increases to the overall FY25 fund balances of \$141,243 in the General Fund, \$1,199 in the Capital Improvement Program (CIP) Fund, \$4,426,621 in the Transit Operations (TO) Fund, and \$213,848 in the Parking Systems (PS) Fund through December 31, 2024.

Background:

Staff has completed analyzing financial information for the first half of FY25, ended December 31, 2024. The presentation of the financial information will highlight December activity and continues to detail TTD’s funds: General, CIP, TO, and PS (Attachment A).

Discussion:

General Fund –

Overall, the District ended with an increase of \$47,579 for December activity. The increase can be summarized as follows:

<u>District Operations Revenues</u>		<u>District Operations Expenses</u>	
State of Nevada	\$28,875	Personnel	\$44,536
Local Revenues	\$4,582	Admin Support (ICAP)	(\$38,024)
Rental Vehicle Mitigation Fees	\$10,260	Insurance	\$3,088
Administrative Fees	\$695	Rent, incl. Utilities	\$3,692
Contributions	\$29,561	Telephone	\$1,229
Miscellaneous	\$0	Professional Services	\$1,753
Interest	<u>\$2,030</u>	Dues, Subscriptions, Fees	\$1,347
		Supplies	\$1,738
		Transfer - Grant Match	\$5
		Legal Fees	\$1,700
		Auditing Fees	\$5,310
		Other	<u>\$2,050</u>
Total Revenues	\$76,003	Total Expenses	\$28,424

The annual contribution arising from South Tahoe Public Utility District of \$29,561 was invoiced to TRPA in December. These funds support TTD operations in pursuit of operating transit and implementing transportation.

Rental Vehicle Mitigation Fees increased \$3,961 or 8.5% year over year, from \$46,799 in FY24 to \$50,760 in FY25. Fees will increase on January 1, 2025 by \$0.13 from \$6.00 per day to \$6.13 per day on all non-resident vehicle rentals in the Basin.

The net result increased the General Fund's overall fund balance to \$1,433,114, which is \$141,243 more than at the start of the fiscal year.

CIP Fund –

December activity ended with an increase of \$225, resulting from interest earned on project advances, less bank fees of \$10. Below is a brief recap of activity for the CIP Fund.

<u>Funding Source</u>	<u>Expenditures</u>	<u>Grant Balance</u>
Caltrans		
Congestion Mitigation Air Quality (CMAQ)	\$100	\$503,444
California Sustainable Planning (ZEB)	\$693	\$190,824
TDA LTF Reserve (Match)	\$90	\$24,723
Hwy Infrastructure Program (HIP) - US 50	\$0	\$470,655
Federal Transit Administration		
FTA 5339 (NDOT Planning)	\$0	\$74,281
TDA STA Reserve (Match)	\$0	\$18,570
FTA 5310 FY23 (Bus Purchase - ADA)	\$0	\$23,939
TDA STA FY25 (Bus/Vehicles Match)	\$0	\$27,062
FTA 5339 (NDOT) (Support Vehicles)	\$0	\$29,000
FTA 5339 (FY17)	\$0	\$24,519
FTA 5339 (FY19)	\$0	\$167,969
FTA 5339 (FY20 & FY21) (Bus Facilities)	\$1,849	\$111,125
FTA 5339 (FY24 – FY26) (Bus Facilities)	\$0	\$199,895
TDA STA (FY24) (Bus Stop Match)	\$0	\$49,973
FTA 5339C (FY18)	\$0	\$692,276
US DOT		
SMART	\$28,552	\$1,003,377
US Fish & Wildlife Service		
Spoooner Mobility Hub	\$2,157	\$154,427
NDOT		
Recreational Travel Phase II	\$102	\$111,032
General Fund (Match)	\$5	\$5,844
TAP – SR 28 North Parking Lots	\$5,289	\$919,566
Washoe County Bond Sale (Match)	\$278	\$342,629
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	\$2,619	\$1,748,999
NDOT – Facility Plan	\$321	\$362,232
Douglas County (Match)	\$17	\$19,031
NDOT – Central Corridor (Chimney)	\$151,064	\$1,822,386
Tahoe Fund (Match)	\$7,284	\$223,850
NDOT – Sand Harbor to Thunderbird Cove	\$3,878	\$2,894,119
Tahoe Fund (Match)	\$204	\$655,559
Rounding	\$0	
Bank Fees	<u>\$10</u>	
Total Expenditures	\$204,512	

The CIP fund purchased a Port Inverter 7000W Generator using FTA 5339 (FY20 and FY21) funds of \$1,849. The generator was transferred into the TO Fund's expenses "Equipment Under \$5,000".

The net December activity resulted in increasing CIP's overall fund balance to \$7,928, which is \$1,199 more than at the start of the fiscal year.

Transit Fund -

Overall, the District ended with an increase of \$111,777 for December activity. The increase can be summarized as follows:

<u>Revenue Detail</u>	<u>Operations</u>
FTA	
5307	\$251,359
5311	\$134,239
5310	\$0
Rural Transportation Assistance Program (RTAP)	\$890
Transportation Development Act (TDA)	\$269,258
Low Carbon Transit Operations Program	\$61,477
Nevada State Parks	\$0
El Dorado County	\$1,609
Solar Renewable Energy Credits	\$2,307
Hybrid Voucher Incentive Program	\$0
Miscellaneous	\$6
Sale of Fixed Asset (Scrap)	\$3,319
Insurance Claims	\$0
Interest	<u>\$2,459</u>
Total Revenues	\$726,923
<u>Expense Detail</u>	
Personnel	\$362,121
Fuel/Fuel Tax	\$28,056
Insurance	\$16,144
Repairs/Maintenance	(\$2,377)
Professional Services/Contracts	\$10,298
Facility Rent/Utilities/Phone	\$33,235
Supplies	\$6,112
Dues, Subscriptions, Member Fees	\$6,050
ICAP	\$36,338
Transfer - Grant Match	\$90
Depreciation/Amortization/Warranty	\$112,872
Advertising/Outreach	\$150
Equipment under \$5K	\$1,849
Capital Outlay	(\$1,849)
Other Expenses	<u>\$6,057</u>
Total Expenses	\$615,146
Increase/(Decrease)	\$111,777

As mentioned earlier, the Port Inverter W7000 Generator for \$1,849 was transferred from the CIP fund to the TO fund.

Sefac column lifts and the NAV (financial) server and software were retired from the Transit Funds capital assets (financial software now residing in the cloud) in November. Buses 107, 204, 205, and 206 were scrapped in December resulting in a "Gain on Sale of Fixed Assets" of \$2,322. The buses were completely depreciated.

All Genfare farebox equipment were scrapped in December, consisting of forty-two electronic fareboxes, two GFI portable data units, and multiple cash boxes, resulting in a "Gain on Sale of Fixed Assets" of \$997. The equipment was obsolete and had been completely depreciated.

The transit fund transferred the 2014 Chevy Equinox to the General Fund, as it was no longer recognized as a non-revenue vehicle and will now be used by staff for company business. The Equinox has no book value.

FY25 TDA revenue began being recognized in December as TRPA's Governing Board approved TTD's FY25 TDA application. The first installment of LTF was received in February.

The net result increased Transit's overall fund balance for the year to \$16,312,664, which is \$4,426,621 more than at the start of the fiscal year.

Parking System (PS) Fund-

The Parking System Fund experienced a decrease of \$19,323 for December activity. The recap is as follows:

Parking Systems Revenues		Parking Systems Expenses	
Parking Meters	\$6,130	Personnel	\$4,599
Parking Event Fees	\$0	Contracts	\$19,114
Parking Non-Compliance	\$820	Professional Services	\$40
Interest	<u>\$1,160</u>	Subscriptions, Dues	\$24
		Telephone	\$109
		Admin Fees	\$695
		Bank/Credit Card Fees	\$844
		Supplies	\$1,744
		Amortization	\$195
		Other	<u>\$69</u>
Total Revenue	\$8,110	Total Expenses	\$27,433

The parking meters were turned off on December 1, 2024 and are expected to turn back on in March 2025.

Year-to-date revenues and expenses between Parking Systems Operations and Parking Systems Non-Compliance are provided in the PS Financial Statement.

The net result increased Parking System's overall fund balance for the year to \$1,038,535, which is \$213,848 more than at the start of the fiscal year.

Balance Sheet-

The detailed balance sheet as of December 31, 2024 is included in Attachment A.

The capital asset balance, net of depreciation and amortization, includes \$13,943,955 in the Transit fund. Should the District choose to liquidate a federalized/state asset, permission from the governmental agency is required and their obligation takes priority.

Cash Flows –

Staff has included FY25 cash flows for the governmental funds (General and CIP), along with the enterprise funds (TO and PS) in Attachment B.

Additional Information:

If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 589-5507 or jschmitt@tahoetransportation.org.

Attachments:

- A. December Financial Statement
- B. FY25 Cash Flow

**Tahoe Transportation District
Balance Sheet
As of December 31, 2024**

	TOTAL	General	CIP	Transit	PS	GFA
ASSETS						
Cash & Equivalents	3,705,238	1,607,249	(122,294)	1,165,132	1,055,151	0
Accounts Receivable	3,380,356	91,034	664,189	2,621,770	3,364	
Prepays	176,628	(28,238)		204,834	32	
Inventory	366,642			366,642		
*Capital Assets, Net Depreciation and Amortization	14,338,338			14,332,680	5,658	
TOTAL ASSETS	21,967,202	1,670,045	541,894	18,691,059	1,064,204	0
LIABILITIES						
Accounts Payable	496,973	24,416	322,149	129,469	20,939	0
Deferred Revenues	2,081,755	212,515	211,817	1,657,423		
Nevada State Bank - LOC						
Subscriptions Payable	362,074			357,402	4,672	
Insurance Payable	66,459			66,459		
EE Compensated Absences	167,061			167,061		50,456
Accrued Interest Payable	638			580	58	
TOTAL LIABILITIES	3,174,961	236,931	533,967	2,378,395	25,669	50,456
NET POSITION						
Invested in Capital Assets	8,233,332	0	0	8,231,175	2,157	0
Restricted	927,117			927,117		
Unrestricted	4,773,032	1,222,750		2,727,752	822,530	(39,790)
Assigned	75,849	69,120	6,729			
SUB TOTAL NET POSITION BALANCES	14,009,330	1,291,870	6,729	11,886,043	824,687	(39,790)
FY 25 Increase/(Decrease) to Fund Balance	4,782,910	141,243	1,199	4,426,621	213,848	(10,667)
TOTAL NET POSITION	18,792,240	1,433,114	7,928	16,312,664	1,038,535	(50,456)
TOTAL LIABILITIES & NET POSITION	21,967,202	1,670,045	541,894	18,691,059	1,064,204	0

* The capital asset and land balances, net of depreciation/ amortization, include \$13,943,955 in transit fund, \$0 in the governmental-wide fund and \$0 in the Parking Systems fund of federalized / state obligations. Should the District choose to liquidate a federalized asset, permission from the governmental agency is required and their obligation takes priority.

**Tahoe Transportation District
Statement of Operations
July 1, 2024 through December 31, 2024**

	TOTAL	General	CIP	Transit	PS	GFA
Revenues						
Federal Grants	8,114,806	0	6,233,921	1,880,884	0	0
State Funding	1,092,104	173,250	236,414	682,440		
Contributions	46,919	29,561	17,359			
Local Revenues	27,500	27,500				
General Revenues	15,396	500		14,896		
Charges for Services	486,735	90,189		2,259	394,287	
Special Items	46,281	11,895	1,526	25,661	7,200	
Pass-Through Revenue						
TOTAL REVENUES	9,829,742	332,894	6,489,219	2,606,141	401,487	0
Expenses						
Personnel	2,593,188	264,966	79,558	2,196,910	51,754	0
Personnel - Compensated Absences	61,702			61,702		10,667
Contracts	867,669		804,930		62,739	
Fuel	166,518			166,518		
Depreciation, Amortization, Warranty	534,856			533,685	1,171	
Other Operating	800,848	146,387	8,571	573,972	71,918	
ICAP - 10%		(220,362)	7,967	212,395		
Capital Outlay	17,710			17,710		
Interest	4,341	1		4,282	58	
Other Funding Sources		660	5,586,994	(5,587,654)		
Pass-Through Expenses						
TOTAL EXPENSES	5,046,831	191,651	6,488,021	(1,820,480)	187,639	10,667
FY 25 Increase / (Decrease) to Fund Balance	4,782,910	141,243	1,199	4,426,621	213,848	(10,667)

**Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2024 through December 31, 2024**

	General Fund Activity					Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO	Board	Var %	District Ops
						DATE	Approved Budget		
Revenues									
General Revenues									
State Revenue - NV	86,625	28,875	28,875	28,875	86,625	173,250	330,000	52.50%	173,250
Local Revenues	13,750	4,584	4,584	4,582	13,750	27,500	175,000	15.71%	27,500
Contributions				29,561	29,561	29,561	21,500	137.49%	29,561
Miscellaneous	500					500	1,000	50.00%	500
Total General Revenues	100,875	33,459	33,459	63,018	129,936	230,811	527,500	43.76%	230,811
Charges for Services									
Administrative Fees	31,459	5,422	1,852	695	7,969	39,429	49,554	79.57%	39,429
Rental Car Mitigation Fees	33,582	5,070	1,848	10,260	17,178	50,760	85,000	59.72%	50,760
Total Charges for Services	65,041	10,492	3,700	10,955	25,147	90,189	134,554	67.03%	90,189
Special Items									
Sale of Fixed Assets	0	0	0	0	0	0	0	100.00%	0
Interest Revenue	5,776	2,123	1,965	2,031	6,119	11,895	12,000	99.13%	11,895
Total Special Revenues	5,776	2,123	1,965	2,031	6,119	11,895	12,000	99.13%	11,895
TOTAL REVENUES	171,692	46,075	39,124	76,003	161,202	332,894	674,054	49.39%	332,894
Expenses									
Operating									
Personnel	117,452	39,142	63,836	44,536	147,514	264,966	587,903	45.07%	264,966
Admin Support	(96,194)	(33,166)	(52,978)	(38,024)	(124,168)	(220,362)	(301,709)	73.04%	(220,362)
Repairs & Maintenance							15,000	0.00%	
Insurance	8,531	3,088	3,088	3,088	9,263	17,794	39,240	45.35%	17,794
Facility Rent	11,077	3,692	3,692	3,692	11,077	22,155	49,200	45.03%	22,155
Telephone	4,286	1,229	1,229	1,229	3,687	7,974	15,846	50.32%	7,974
Supplies	3,988	2,408	1,320	1,738	5,466	9,455	28,300	33.41%	9,455
Advertising & Public Relations							1,500	0.00%	
Reproduction & Printing							750	0.00%	
Postage							425	0.00%	
Dues, Subscriptions & Publications	8,523	1,173	1,516	1,347	4,037	12,560	21,006	59.79%	12,560
License & Permits								100.00%	
Professional Services/Contracts	3,944	1,702	511	1,753	3,965	7,909	34,475	22.94%	7,909
Legal Services	3,512	5,455	1,185	1,700	8,341	11,852	25,000	47.41%	11,852
Auditing Services	16,500	8,000		5,310	13,310	29,810	37,910	78.63%	29,810
Bank Fee / CC Fees	202	78	86	86	251	453	3,200	14.14%	453
Transit Management - No Shore			20,000		20,000	20,000	20,000	100.00%	20,000
Training	560					560	6,500	8.62%	560
Travel		294	2,001	906	3,201	3,201	11,100	28.84%	3,201
Events	66	267		825	1,092	1,158	1,500	77.19%	1,158
Miscellaneous Expenses	652	276	348	232	856	1,508	23,500	6.42%	1,508
Total Operating	83,099	33,638	45,834	28,419	107,891	190,991	620,646	30.77%	190,991
Capital Outlay									
Office & Equipment over \$5000	0	0	0	0	0	0	0	100.00%	0
Office & Equipment under \$5000									
CIP over \$5000									
Reimbursed Capital Expenses									
Total Capital Outlay	0	0	0	0	0	0	0	100.00%	0

**Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2024 through December 31, 2024**

	General Fund Activity					Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Interest									
Interest Expense	0	1	0	0	1	1	1,000	0.08%	1
Total Interest Expense	0	1	0	0	1	1	1,000	0.08%	1
Other Financing Sources									
Preventive Maint (In)	0	0	0	0	0	0	0	100.00%	0
Capital Outlay (In) Out									
Transfer (In) Out	632	10	13	5	28	660	16,206	4.07%	660
Total Other Financing Sources	632	10	13	5	28	660	16,206	4.07%	660
TOTAL EXPENSES	83,731	33,648	45,847	28,424	107,920	191,651	637,852	30.05%	191,651
Increase/(Decrease) to Fund Balance	87,961	12,426	(6,723)	47,579	53,282	141,243	36,202	390.15%	141,243

**Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2024 through December 31, 2024**

	CIP Fund					Actual vs Budget			Program YTD						
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans, IMH, SMH, Upgrade, EV	SMART	Transit Ops Projects	Program Total
Revenues															
Capital Grant & Contributions															
Surface Transportation Program (STP)	84,169	96,426	115,237	144,858	356,520	440,690	4,443,240	9.92%	43,367	12,538	331,336	53,449			440,690
Congestive Mitigation & Air Quality (CMAQ)	5,295	75	93	100	267	5,562	362,719	1.53%	5,562						5,562
Fish & Wildlife Services Fund	4,986	1,189	3,054	2,157	6,400	11,386	73,567	15.48%				11,386			11,386
US Dept of Transportation - SMART	109,030	19,690	17,599	28,552	65,841	174,871	768,023	22.77%					174,871		174,871
Highway Infrastructure Pgm (HIP)		58	102	104	264	264	345,655	0.08%			264				264
Infrastructure - COVID	3,893	8,516	6,626	12,351	27,493	31,386	90,177	34.80%			31,386				31,386
Carbon Pollution Reduction Grant (CPRG)		379	659	672	1,709	1,709		-100.00%			1,709				1,709
Federal Transportation Administration	2,092,244		3,473,961	1,849	3,475,810	5,568,054	7,848,499	70.94%						5,568,054	5,568,054
Transportation Alternative Programs (TAP)	121,742	8,081	10,179	5,289	23,548	145,290	490,449	29.62%			145,290				145,290
CA Sustainable Transportation Planning	34,314	11,065	816	693	12,575	46,889	105,201	44.57%				46,889			46,889
CA SB 125 - Transit & Rapid Rail							1,091,743	0.00%							
Washoe County	6,407	425	536	278	1,239	7,647	35,810	21.35%			7,647				7,647
Douglas County	1,080	989	727	17	1,733	2,813	13,659	20.60%				2,813			2,813
State of Good Repair	33,775					33,775	100,000	33.78%						33,775	33,775
Contributions	917	3,814	5,140	7,488	16,441	17,359	144,551	12.01%			17,359				17,359
Total Capital Grants & Contributions	2,497,851	150,707	3,634,728	204,407	3,989,842	6,487,694	15,913,293	40.77%	48,929	12,538	534,990	114,537	174,871	5,601,829	6,487,694
Special Items															
Interest Revenue	808	255	228	235	718	1,526	782	195.12%	0	0	1,259	267	0	0	1,526
Total Special Items	808	255	228	235	718	1,526	782	195.12%	0	0	1,259	267	0	0	1,526
TOTAL REVENUES	2,498,659	150,963	3,634,956	204,642	3,990,560	6,489,219	15,914,075	40.78%	48,929	12,538	536,249	114,804	174,871	5,601,829	6,489,219
Expenses															
Personnel	29,175	11,943	21,689	16,752	50,384	79,558	499,818	15.92%	6,490	2,982	38,258	19,280	12,548	0	79,558
Contract Services	344,751	139,209	137,029	183,942	460,180	804,930	8,217,660	9.80%	41,779	9,917	493,016	99,270	160,948		804,930
Reproduction & Printing							5,397	0.00%							
Rent Meeting Room							3,517	0.00%							
Supplies							3,815	0.00%							
License & Permits							5,750	0.00%							
Advertising / Outreach	111					111	14,112	0.79%				111			111
Postage							1,000	0.00%							
Utilities								100.00%							
Professional Services	8,100					8,100	112,385	7.21%						8,100	8,100
Administrative Fees								100.00%							
Bank Fees	28	9	10	10	29	58	12	479.83%			48	10			58
Training							6,662	0.00%							
Travel - Per Diem							9,594	0.00%							
Travel - Commercial Air							8,992	0.00%							
Travel - Auto		29		274	302	302	3,393	8.91%	11		159	22	110		302
Miscellaneous								100.00%							
Dues & Subscriptions								100.00%							
Interest								100.00%							
ICAP - 10%	2,873	1,239	2,169	1,686	5,094	7,967	51,709	15.41%	649	298	3,826	1,928	1,266		7,967
Total Operating	385,038	152,430	160,896	202,663	515,989	901,026	8,943,816	10.07%	48,929	13,197	535,307	120,622	174,871	8,100	901,026

**Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2024 through December 31, 2024**

	CIP Fund				Actual vs Budget			Program YTD							
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans, IMH, SMH, Upgrade, EV	SMART	Transit Ops Projects	Program Total
Capital Outlay															
Equipment over \$5000	2,459,444	0	3,753,956	0	3,753,956	6,213,400	7,884,461	78.81%	0	0	0	0	0	6,213,400	6,213,400
Equipment under \$5000			15,861	1,849	17,710	17,710	77,381	22.89%						17,710	17,710
CIP Over \$5000								100.00%							
Reimb Capital Expenses	(2,459,444)		(3,769,817)	(1,849)	(3,771,666)	(6,231,110)	(7,961,842)	78.26%						(6,231,110)	(6,231,110)
Total Capital Outlay	0	0	0	0	0	0	0	100.00%	0	0	0	0	0	0	0
Other Financing Sources															
Preventive Maint (In)	0	0	0	0	0	0	0	100.00%	0	0	0	0	0	0	0
Capital Outlay (In) Out	2,459,444		3,769,817	1,849	3,771,666	6,231,110	7,961,842	78.26%						6,231,110	6,231,110
Transfer (In) Out	(346,602)	(1,443)	(295,975)	(95)	(297,514)	(644,116)	(992,353)	64.91%		(660)		(6,075)		(637,381)	(644,116)
Total Other Financing Sources	2,112,842	(1,443)	3,473,842	1,754	3,474,152	5,586,994	6,969,489	80.16%	0	(660)	0	(6,075)	0	5,593,729	5,586,994
TOTAL EXPENSES	2,497,880	150,986	3,634,738	204,417	3,990,141	6,488,021	15,913,305	40.77%	48,929	12,538	535,307	114,547	174,871	5,601,829	6,488,021
Increase / (Decrease) to Fund Balance	780	(24)	218	225	419	1,199	770	155.68%	0	0	942	257	0	0	1,199

Tahoe Transportation District
 Transit Fund
 Statement of Operations
 July 1, 2024 through December 31, 2024

	TO Fund Activity					Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Revenues									
Grants & Contributions									
FTA 5311	288,449	132,193	187,412	134,239	453,844	742,293	1,196,991	62.01%	742,293
FTA 5307	619,297	228,432		251,359	479,791	1,099,088	4,693,438	23.42%	1,099,088
FTA 5310		9,060	28,950		38,010	38,010	28,950	131.30%	38,010
RTAP		603		890	1,493	1,493	0	-100.00%	1,493
TDA - LTF				174,906	174,906	174,906	1,200,000	14.58%	174,906
TDA - STA				94,352	94,352	94,352	700,000	13.48%	94,352
CA SB 125 - Transit & Rail							500,000	0.00%	
LCTOP	86,014	79,474	75,075	61,477	216,025	302,039	279,000	108.26%	302,039
NV State Parks	85,000					85,000	85,000	100.00%	85,000
El Dorado County	8,958	7,718	7,298	1,609	16,625	25,583	5,000	511.67%	25,583
Solar Renewable Energy Credits	(48)			2,307	2,307	2,259	10,000	22.59%	2,259
Sac Emergency Clean Air								100.00%	
Hybrid Voucher Incentive Pgm								100.00%	
Contributions								100.00%	
Total Grants & Contributions	1,087,671	457,480	298,735	721,138	1,477,353	2,565,024	8,698,379	29.49%	2,565,024
Charges for Services									
FareBox Revenue	0	0	0	0	0	0	0	100.00%	0
Pass Sales								100.00%	
Advertising Revenue								100.00%	
Total Charges for Services	0	0	0	0	0	0	0	100.00%	0
Special Items									
Sale of Fixed Assets	556	0	2,025	3,319	5,344	5,900	2,500	235.98%	5,900
Miscellaneous	14,679	6	765	6	777	15,456	120	12879.97%	15,456
Insurance Claim Revenues								100.00%	
Interest Revenue	11,733	3,189	2,380	2,459	8,028	19,761	25,000	79.04%	19,761
Total Special Items	26,968	3,195	5,169	5,785	14,149	41,117	27,620	148.87%	41,117
Pass Through Revenue	0	0	0	0	0	0	0	100.00%	0
TOTAL REVENUES	1,114,639	460,675	303,904	726,923	1,491,502	2,606,141	8,725,999	29.87%	2,606,141
Expenses									
Operating									
Personnel	1,014,263	328,776	553,452	362,121	1,244,349	2,258,612	5,647,468	39.99%	2,258,612
Contract								100.00%	
Vehicle Fuel	85,084	25,905	27,671	27,859	81,434	166,518	400,000	41.63%	166,518
Sales Tax on Fuel	205			197	197	402	700	57.43%	402
Repair and Maintenance	52,605	28,931	31,034	(2,377)	57,588	110,193	559,860	19.68%	110,193
Insurance	42,496	16,144	17,150	16,144	49,438	91,934	350,000	26.27%	91,934
Reproduction & Printing							2,000	0.00%	
Facility Rent	45,126	15,012	15,012	15,012	45,036	90,162	208,496	43.24%	90,162
Facility Utilities	27,397	20,255	13,100	14,276	47,631	75,028	167,000	44.93%	75,028
Telephone	12,418	3,982	3,939	3,948	11,869	24,287	57,500	42.24%	24,287

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2024 through December 31, 2024

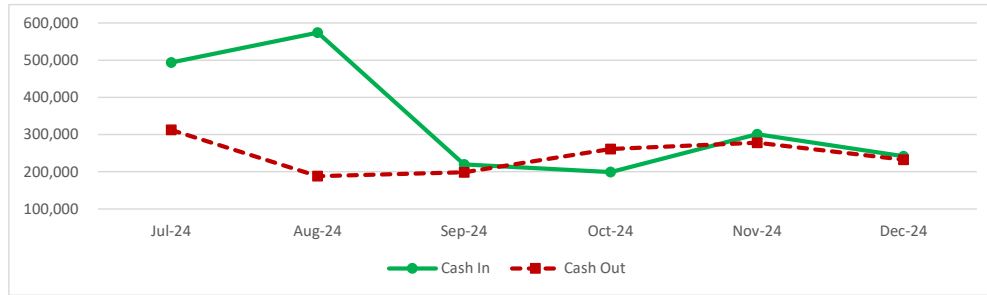
	TO Fund Activity					Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Expenses Continued									
Supplies	9,126	5,325	2,799	6,112	14,236	23,362	78,250	29.86%	23,362
Advertising & Public Relations	3,641	620	321	150	1,092	4,732	100,000	4.73%	4,732
License & Permits	541		104		104	645	1,500	43.00%	645
Dues, Subscriptions and Publications	15,827	2,594	2,599	6,050	11,243	27,070	38,500	70.31%	27,070
Professional Services	56,011	16,557	17,669	10,298	44,525	100,535	285,250	35.24%	100,535
Bank Fees	1,963	859	622	601	2,083	4,045	7,000	57.79%	4,045
Training	2,265	439			439	2,704	22,672	11.93%	2,704
Travel	5,340	2,553	2,539	4,234	9,326	14,667	35,044	41.85%	14,667
Reimbursed Travel			231	(237)	(6)	(6)		100.00%	(6)
Miscellaneous Expenses	4,066	2,101	868	1,459	4,428	8,494	74,898	11.34%	8,494
ICAP - 10%	93,321	31,927	50,809	36,338	119,074	212,395	250,000	84.96%	212,395
Depreciation/Amortization/Warranty	240,686	85,933	94,194	112,872	292,999	533,685	1,305,908	40.87%	533,685
Total Operating	1,712,379	587,915	834,114	615,056	2,037,085	3,749,464	9,592,046	39.09%	3,749,464
Capital Outlay									
Equipment under \$5000	0	0	15,861	1,849	17,710	17,710	77,381	22.89%	17,710
Disposal of Fixed Assets								100.00%	
Reimbursed Capital Expenses								100.00%	
Total Capital Outlay	0	0	15,861	1,849	17,710	17,710	77,381	22.89%	17,710
Other Financing Sources									
Capital Outlay (In) Out	(2,459,444)		(3,769,817)	(1,849)	(3,771,666)	(6,231,110)	(7,961,842)	78.26%	(6,231,110)
Transfer (In) Out	345,971	1,434	295,962	90	297,485	643,456	976,147	65.92%	643,456
Total Other Financing Sources	(2,113,473)	1,434	(3,473,855)	(1,759)	(3,474,181)	(5,587,654)	(6,985,695)	79.99%	(5,587,654)
Pass Through Expenses	0	0	0	0	0	0	0	100.00%	0
TOTAL EXPENSES	(401,094)	589,348	(2,623,880)	615,146	(1,419,386)	(1,820,480)	2,683,732	-67.83%	(1,820,480)
Increase / Decrease) to Fund Balance	1,515,733	(128,673)	2,927,784	111,777	2,910,888	4,426,621	6,042,267	73.26%	4,426,621

Tahoe Transportation District
 Parking Systems Fund
 Statement of Operations
 July 1, 2024 through December 31, 2024

	Parking System Activity					Actual vs Budget			Parking Systems		
	1st Qtr	Oct	Nov	Dec	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	PS Ops	PS NC	Program YTD
Revenues											
Charges for Services											
Parking Ops - Meters	303,151	50,267	16,775	6,130	73,171	376,322	454,642	82.77%	376,322		376,322
Parking Ops - Events	450					450	900	50.00%	450		450
Parking Non Compliance	10,993	3,958	1,746	820	6,523	17,516	40,000	43.79%		17,516	17,516
Total Charges for Services	314,593	54,224	18,520	6,949	79,694	394,287	495,542	79.57%	376,772	17,516	394,287
Special Items											
Misc Revenue	0	0	0	0	0	0	0	100.00%	0	0	0
Interest Revenue	3,698	1,218	1,123	1,161	3,502	7,200	14,000	51.43%	7,200		7,200
Total Special Revenues	3,698	1,218	1,123	1,161	3,502	7,200	14,000	51.43%	7,200	0	7,200
TOTAL REVENUES	318,291	55,443	19,643	8,110	83,196	401,487	509,542	78.79%	383,971	17,516	401,487
Expenses											
Personnel	26,289	8,463	12,402	4,599	25,464	51,754	93,896	55.12%	28,501	23,253	51,754
Contracts	43,625			19,114	19,114	62,739	157,050	39.95%	62,739		62,739
Professional Services	11,689	3,951	(2,815)	40	1,176	12,865	57,980	22.19%	11,626	1,239	12,865
Insurance								100.00%			
Telephone	496	87	109	109	304	800	2,000	39.98%	400	400	800
Subscriptions, Publications, Dues	160	31	31	24	86	246	600	40.97%	123	123	246
License & Permits	250					250	200	125.00%	250		250
Equipment Not Transferred								100.00%			
Supplies incl Postage			278	1,744	2,022	2,022	2,000	101.09%	2,022		2,022
Repairs & Maintenance							2,500	0.00%			
Admin Fees	31,459	5,422	1,852	695	7,969	39,429	49,554	79.57%	37,677	1,752	39,429
Travel - Auto		212		60	273	273	500	54.51%	134	138	273
Bank / CC Fees	10,719	2,603	1,868	844	5,315	16,034	28,000	57.27%	16,034		16,034
Misc Fees								100.00%			
Interest	29	10	10	10	29	58		100.00%	58		58
Amortization	585	195	195	195	585	1,171		100.00%	1,171		1,171
TOTAL OPERATING EXPENSES	125,302	20,975	13,929	27,433	62,338	187,639	394,280	47.59%	160,735	26,904	187,639
Capital Outlay											
Equipment over \$5000	0	0	0	0	0	0	0	100.00%	0	0	0
Equipment under \$5000								100.00%			
Total Capital Outlay	0	0	0	0	0	0	0	100.00%	0	0	0
Other Funding Sources - Revenues											
Revenues											
Capital (In) Out	0	0	0	0	0	0	0	100.00%	0	0	0
Transfers (In) Out								100.00%			
Total Other Financing Sources	0	0	0	0	0	0	0	100.00%	0	0	0
Total Expenses and Other Funding Sources	125,302	20,975	13,929	27,433	62,338	187,639	394,280	48%	160,735	26,904	187,639
Increase /(Decrease) to Fund Balance	192,990	34,467	5,714	(19,323)	20,858	213,848	115,262	185.53%	223,236	(9,388)	213,848

Tahoe Transportation District
 Governmental Funds Cash Flow
 July 1, 2024 through December 31, 2024

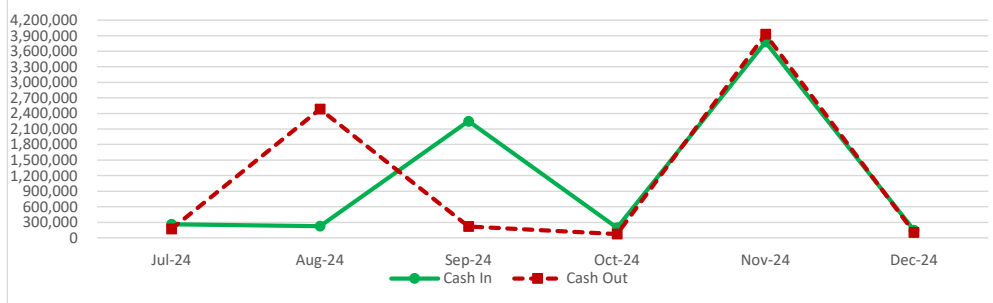
GENERAL FUND



Cash In Source	Total	Transfer from other funds for				Local Revenue / Contributions		Misc Receipts
		RCMF	PR Liab	ICAP	Admin Fees	LOC	LOC	
Jul-24	493,971	0	177,603	24,243	12,379	12,500	267,246	
Aug-24	574,017	16,140	158,163	35,076	11,424	351,500	1,714	
Sep-24	219,941	6,330	166,467	36,874	7,656	0	2,614	
Oct-24	199,120	4,758	153,650	33,166	5,422	0	2,123	
Nov-24	300,609	0	243,814	52,978	1,852	0	1,965	
Dec-24	241,804	27,564	173,490	38,024	695	0	2,031	

Cash Out Source	Total	Match To			Vendor Payments		Net
		Net Payroll	PR Liabilities	CIP	LOC	LOC	
Jul-24	312,319	27,460	233,784.69	389.89	50,684.13	181,653	
Aug-24	188,154	25,352	151,687.85	39.44	11,074.50	385,864	
Sep-24	198,422	22,517	161,935.33	202.18	13,767.66	21,519	
Oct-24	261,409	22,500	213,574.11	9.62	25,325.30	(62,289)	
Nov-24	277,990	36,643	223,691.62	13.35	17,641.70	22,619	
Dec-24	232,541	22,123	174,025.56	5.37	36,386.61	9,263	

CIP FUND

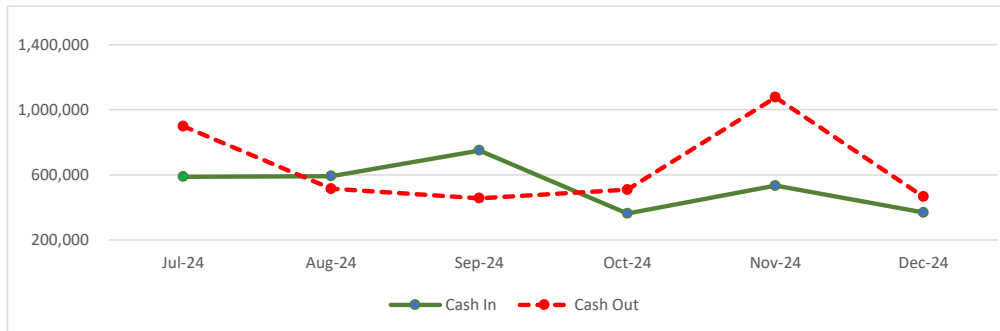


Cash In Source	Total	NDOT - FTA				Caltrans - US 50 & ZEB	5339, STBG & INFRA	CalOES and US Fish	Contrib /Other	Match
		FTA	LOC	US 50 & ZEB	5339, STBG & INFRA					
Jul-24	263,189	0	0	34,066	114,021	12,392	(265,009)	367,719		
Aug-24	226,151	111,110	0	13,744	95,717	0	270	5,310		
Sep-24	2,249,924	0	0	34,860	2,203,628	3,839	248	7,348		
Oct-24	195,754	109,030	0	17,321	67,705	0	255	1,443		
Nov-24	3,776,177	3,400,000	0	25,761	54,212	0	228	295,975		
Dec-24	145,387	70,570	0	42,739	31,748	0	235	95		

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	LOC	Net
Aug-24	2,485,038	6,262	3,847	1,011	2,473,918	(2,258,887)	
Sep-24	220,332	7,184	4,120	1,086	207,943	2,029,592	
Oct-24	72,802	7,558	4,385	1,239	59,620	122,952	
Nov-24	3,926,130	13,913	7,776	2,169	3,902,273	(149,953)	
Dec-24	102,902	10,245	6,506	1,686	84,464	42,485	

Tahoe Transportation District
Enterprise Funds Cash Flow
July 1, 2024 through December 31, 2024

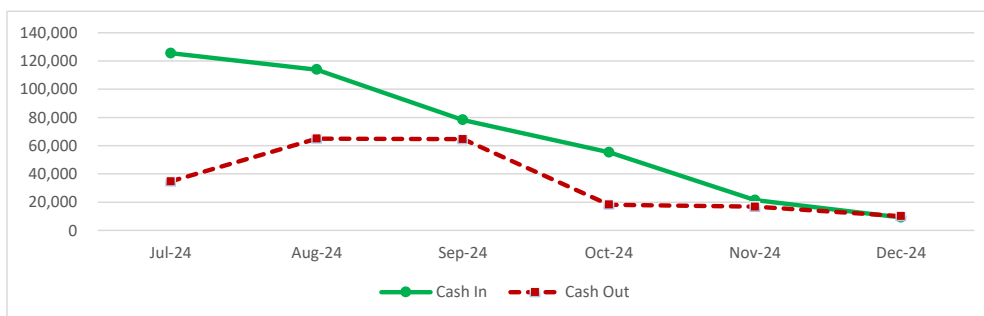
TRANSIT OPERATIONS FUND



Cash In Source	Total	FTA 5307	NDOT 5311	TDA incl SGR	Insurance Claims	Farebox Contributions	Misc Receipts	Interest	Sale of Fixed Asset
Jul-24	588,256	220,236	268,416	95,618	0	0	0	3,986	0
Aug-24	592,187	379,212	194,065	0	0	533	14,661	3,716	0
Sep-24	749,320	282,241	164,482	229,077	0	70,000	0	3,521	0
Oct-24	362,468	110,292	163,456	0	0	85,000	531	3,189	0
Nov-24	534,007	226,764	603	0	0	0	302,039	2,380	2,221
Dec-24	368,264	237,492	124,993	0	0	0	0	2,459	3,319

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	Match	Net
Jul-24	899,074	195,007	170,918	23,467	142,353	367,329	(310,819)
Aug-24	514,455	189,411	151,235	34,065	134,472	5,271	77,732
Sep-24	455,973	199,285	158,591	35,788	55,162	7,146	293,347
Oct-24	508,270	181,699	146,626	31,927	146,585	1,434	(145,802)
Nov-24	1,075,820	304,731	232,303	50,809	192,014	295,962	(541,813)
Dec-24	465,671	198,291	165,084	36,338	65,869	90	(97,407)

PARKING SYSTEMS FUND



Cash In Source	Total	Parking Meter Revenue	Non-Comp Revenue	Contributions	Misc Receipts	Interest
Jul-24	125,554	121,061	3,181	0	0	1,313
Aug-24	113,847	109,654	2,968	0	0	1,225
Sep-24	78,272	72,940	4,172	0	0	1,160
Oct-24	55,256	50,267	3,771	0	0	1,218
Nov-24	21,369	16,775	3,471	0	0	1,123
Dec-24	9,148	6,130	1,857	0	0	1,161

Cash Out Source	Total	Net Payroll	PR Liabilities	Vendor Payments	Admin Fees	Net
Jul-24	34,741	6,654	3,053	12,655	12,379	90,813
Aug-24	64,979	7,235	3,080	43,240	11,424	48,868
Sep-24	64,633	6,245	2,672	48,060	7,656	13,639
Oct-24	18,243	5,824	2,639	4,357	5,422	37,013
Nov-24	16,721	8,667	3,735	2,467	1,852	4,648
Dec-24	10,031	2,849	1,750	4,738	695	(884)



MEMORANDUM

Date: February 26, 2025

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – Peter Kraatz, Capital Program Engineer; Jim Marino, District Manager

Subject: Award Contract to AtkinsRealis of Reno, Nevada for Project Engineering and Environmental Services for the Nevada State Route 28 Central Corridor Sand Harbor to Thunderbird Cove Trail, Transit and Safety Improvements Project, in an Amount Not to Exceed \$3,009,563 Plus a Five Percent Design Contingency of \$150,478 for a Total Contract Authorization of \$3,160,041

Action Requested:

It is requested the Board award a contract to AtkinsRealis of Reno, Nevada for Project Engineering and Environmental Services (PE) for the Nevada State Route 28 (SR28) Central Corridor Sand Harbor to Thunderbird Cove Trail, Transit, and Safety Improvements Project in an amount not to exceed \$3,160,041 as provided in the attached draft Service Agreement between TTD and AtkinsRealis that includes detailed costs, scope of work and schedule.

Fiscal Analysis:

All expenditures associated with this item for the fiscal year (FY) are in the approved FY25 budget, with \$2,323,492 from the Tahoe Metropolitan Planning Organization's (TMPO) State Transportation Block Grant (STBG), \$77,775 from Federal Highway Improvement Program (HIP) Z919 funds, \$502,720 from Federal Carbon Reduction Program (CRP) funds, \$95,426 in local match from State Gas Tax funds, and \$656,078 in local match from the Tahoe Fund. The total project budget available for PE phase is \$3,655,491. Use of the contingency funds will not be allowed without an approved budget request from the Consultant and a Notice to Proceed from TTD.

Any remaining funds from the PE phase will be transferred to the construction phase.

Work Program Impact:

All work associated with this effort is captured under respective elements of the approved FY25 Work Program and will be included in the FY25 work program, with corresponding allotted staff time.

Background:

The SR28 Nevada Stateline to Stateline Bikeway (East Shore Trail) represents one of TTD's highest priority capital projects that plans to connect Incline Village to Spooner Summit with a multi-use trail and associated roadside, safety, parking, and transit improvements. With the 2019 completion of the North Shore Demonstration Project (three miles of multi-use trail connecting Incline Village to Sand Harbor State Park), a 90-space paid parking facility and public transit stop was also built at the Tahoe East Shore trailhead in Incline Village.

PK/ja

AGENDA ITEM: V.B.

This section of the Bikeway project, Sand Harbor to Thunderbird Cove, under consideration for design contract award, consists of nearly two miles of paved multi-use trail located on the Lake Tahoe side of SR 28. It extends the East Shore Trail from Sand Harbor State Park and up steep terrain with an overall change in vertical grade of nearly 300 feet. Numerous engineered structures are anticipated to support the trail and mitigate environmental impacts between Sand Harbor and Thunderbird Cove. In addition, up to two trail undercrossings or tunnels may be considered at Sand Harbor State Park at the vehicular entrances and exits to minimize trail user conflicts with vehicles. To the south, the trail will terminate at a US Forest Service hiking trailhead that accesses the Lake Tahoe shoreline at an area referred to as Secret Beach.

Ultimately, another section of paved trail currently under design and managed by TTD consisting of the Central Corridor Thunderbird Cove to Secret Harbor project will connect the proposed trail to off-highway parking at Chimney Beach and Secret Harbor. With these two trail segments completed, highway safety will be improved with east shore visitors being able to use the trail and off-highway parking to access recreational areas and ultimately reduce highway congestion and unsafe on-highway parking.

Another important part of this project consists of the construction funding that TTD was awarded in 2024 by the federal government and announced at the Tahoe Summit. TTD staff secured \$24 million through a federal RAISE grant application and it is critical that project design be completed as close to the end of 2025 to secure or obligate the \$24 million in construction funding. Otherwise, this funding could be at risk and potentially transferred by the new federal administration for other priorities as they see fit.

Discussion:

TTD staff released a Request for Proposals on November 18, 2024, for Project Engineering and Environmental Services for the SR28 Central Corridor Sand Harbor to Thunderbird Cove Trail, Transit and Safety Improvements Project. Four qualifying proposals were received from AtkinsRealis; CDM Smith, Inc.; Eastern Sierra Engineering; and Wood Rodgers, Inc. An evaluation team comprised of TTD, Nevada Department of Transportation (NDOT), Nevada State Parks, and Washoe County staff reviewed the proposals pursuant to applicable requirements of the NDOT's Local Public Agency Manual and selected a consultant based on the team's responsiveness, project understanding, response to the scope of work, and experience.

AtkinsRealis was determined to be the most technically qualified of the four proposers based on their understanding of the Lake Tahoe environment, project design experience in the region, and TTD's capital project goals. Staff issued a Notice of Intent to Award to AtkinsRealis on January 27, 2025. AtkinsRealis is prepared to begin work immediately upon approval by the Board and a final executed contract.

Additional Information:

If you have any questions or comments regarding this item, please contact Peter Kraatz at (775) 589-5310 or pkraatz@tahoetransportation.org.

Attachment:

- A. Service Agreement

Agreement Number 25-01

SERVICE AGREEMENT

This Agreement, made and entered into as of this _____ day of March, 2025, by and between the Tahoe Transportation District (hereinafter "TTD") and AtkinsRealis (hereinafter "SERVICE PROVIDER"). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, NRS Chapter 332 authorizes local governments to contract for the services of independent contractors; and

WHEREAS, TTD has determined that a provision of services is required for the State Route 28 (SR 28) Central Corridor Sand Harbor to Thunderbird Cove Trail, Transit and Safety Improvements Project, and such project is necessary for the design and permitting of SR 28 corridor improvements, along the east shore of Lake Tahoe in Washoe County and Carson City, Nevada (hereinafter "PROJECT"); and

WHEREAS, SERVICE PROVIDER's services will be of great benefit to TTD and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

ARTICLE I - SCOPE OF SERVICES

1. The SERVICE PROVIDER agrees to the following scope.

The required project scope (Exhibit A) shall include both environmental analysis and engineering services. Environmental analysis services shall include review of existing environmental documentation for the Project and to determine what additional analysis and documentation are needed to obtain National Environmental Policy Act (NEPA) and Tahoe Regional Planning Agency (TRPA) environmental approvals. Engineering services shall include, but may not be necessarily limited to: recommendations for project delivery, utility relocation analysis, tracking budgets, preparing cost estimates and risk management. Services shall also include providing construction costs/cost of work, monitoring schedules, Right of Way (ROW) determination, overseeing quality of all aspects of the project; communication with the project team; coordinating with all other applicable consultants.

The project engineering will be completed in three phases. Phase 1 will include review and any recommended modification of the current 30 percent (30%) project design, value engineering analysis, along with environmental analysis and documentation to obtain applicable project level NEPA, United States Forest Service (USFS), Nevada Department of Transportation (NDOT), TRPA, and any other agency approvals.

Phase 2 will include the preliminary engineering up to 60 percent (60%) design completion, including but not limited to:

- Plan view of proposed site grading and drainage improvements and identification of all major road components, including curb, gutter, sidewalks, parking areas, ancillary

buildings, restroom facilities, paid parking kiosks, transit/mobility hub facilities, safety facilities, trails, prefabricated bridge, overhead lighting, and underground utilities.

- Utility plan sheets identifying proposed improvements, with existing utilities clearly identified in locations where conflicts could exist.
- Roadway, trail, parking, bridge and drainage structure plan and profile sheets with appropriate horizontal and vertical design information.
- Necessary hydrogeology, geotechnical and land surveys for supporting design.
- ROW boundaries and property owner identification in and around project site.
- Identification of any project improvements located on private property. The project assumes all improvements will be primarily located on a combination of local (Washoe County and Carson City), state (NDOT), and federal lands (USFS).
- Determination of all necessary ROW acquisition based on preliminary project design.
- Determining all necessary rights-of-entry for private property for construction purposes.
- Ensure all designs meet NDOT requirements, expectations, and standards.
- Develop landscape plans, irrigation plans, and vegetative maintenance plans, consistent with relevant policies and ordinances.
- Ensure all designs meet current standards in addressing multi-modal functionality.
- Update project costs, prepare a finance plan, as needed, and provide any information necessary for securing additional funds.
- Assist in coordination, communication and, if necessary, preparation of inter-local agreements with stakeholders.
- Participate in the partnering process with project stakeholders.
- Development of construction sequence plan.
- Preparation of signage wayfinding, and highway modification plan for both parking facilities and on-highway parking removal.

Phase 3 will encompass all final project design and construction drawings, project quantities, project specifications, and detailed construction cost estimate for bidding project. The selected firm will work alongside TTD to deliver the necessary project engineering products, along with determination of ROW survey and easement products required by local and state agencies where the project improvements will be built.

2. The SERVICE PROVIDER agrees to furnish all labor, materials, services, equipment, tools, and other expenses necessary to perform the professional services required under the terms of this Agreement except as specifically provided otherwise herein.

3. The SERVICE PROVIDER agrees to comply with all requirements contained in the Request for Proposal dated November 18, 2024, which is incorporated into this Agreement by reference.

ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including December 31, 2026, unless a change extending the term is further agreed to by written amendment signed by all parties to this Agreement prior to such term expiration date.

2. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then TTD shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

3. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogates, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, TTD, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto, prior to such expiration date.

4. TTD, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto, prior to such expiration date, purporting to alter or amend this Agreement, including but not limited to representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 5 of this Article II - Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with work until the SERVICE PROVIDER receives a written "Notice to Proceed" from TTD. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SERVICE PROVIDER shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by TTD or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to receipt of the Notice to Proceed. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against TTD, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

7. In the event TTD discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, TTD shall not unreasonably delay in notifying SERVICE PROVIDER of such error or omission. TTD's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources, or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by TTD will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should TTD use its own personnel, supplies, or equipment to remedy the deficiency, all such costs incurred by TTD shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by TTD exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse TTD the amount of said excess.

8. The SERVICE PROVIDER shall assign one (1) individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement. This individual shall be registered in accordance with NRS Chapter 625, Professional Engineers and Land Surveyors. This individual shall ensure that each sheet of the final submittal, including the title sheet, is stamped (electronic or wet stamp acceptable), signed and dated (original signature and date required) in accordance with NRS Chapter 625 and Nevada Administrative Code (NAC), Chapter 625.

9. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience, and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants, and covenants that such key persons are and will continue to be available to undertake and perform all services identified herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify TTD in writing within ten (10) calendar days when a key person leaves the PROJECT team.

a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) calendar days to and for TTD's review and written consent.

b. TTD shall have the unilateral right to terminate this Agreement:

1. If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation, or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries, and parent companies/organizations);

2. If a key person listed by the SERVICE PROVIDER in its proposal to perform or supervise various aspects of design is changed or leaves the PROJECT team; or

3. If TTD does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by TTD, and an amount of fee proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to TTD within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.

10. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

11. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by professional engineers performing the same or similar services at the time said services are performed.

12. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by TTD upon oral notice confirmed in writing within ten (10) calendar days, when TTD determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by TTD to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of TTD. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

13. An alteration ordered by TTD which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services, and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

14. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of TTD. The SERVICE PROVIDER will, subsequent to obtaining written approval from TTD, provide TTD with a copy of the contract or agreement for professional services. The SERVICE PROVIDER, shall require its subcontractors to comply with all provisions of 48 CFR Chapter 1, Part 31, and, if the subcontract agreement exceeds One Hundred Thousand and No/00 Dollars (\$100,000.00), the subcontract agreement shall also comply with Paragraph 16 of this Article. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31. Any attempted assignment of rights or delegation of duties under this Agreement without the prior written consent of TTD, shall be void.

15. The SERVICE PROVIDER agrees to complete and sign Exhibit C - "AFFIDAVIT REQUIRED UNDER SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT," Exhibit D - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.

16. The SERVICE PROVIDER acknowledges that the Nevada Department of Transportation has established a Disadvantaged Business Enterprise (DBE) participation requirement of **four percent (4%)** of the total dollar value of the Agreement costs. A DBE must be a small business concern as defined by the U.S. Small Business Act, 15 USC § 632 or by 49 CFR Subtitle A, Part 26.

17. The SERVICE PROVIDER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the SERVICE PROVIDER to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the contracting agency deems appropriate.

18. Failure by the Service Provider to fulfill the DBE Agreement requirements and to demonstrate good faith efforts, either in the SERVICE PROVIDER's proposal or during the performance period, constitutes a breach of this Agreement. In event of such a breach, TTD may:

- a. Withhold progress payments or a portion thereof;
- b. Deduct, as damages, an amount equal to the unmet portion of the DBE commitment not achieved. This amount will be determined by multiplying the percentage of DBE

participation proposed by the total cost set forth in the agreement and then multiplying the actual percentage of DBE participation used during the agreement by the total cost set forth in the agreement. In the event the actual percentage of DBE participation is less than the proposed percentage of DBE participation, the difference in these two figures shall be the amount of damages due to TTD;

- c. Remove the SERVICE PROVIDER from the prequalified list for repeated violations, falsifications, or misrepresentations; and/or
- d. Terminate the Agreement.

19. This Agreement is contingent upon the verification that the SERVICE PROVIDER has a valid and active Nevada Business License, and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state provider, the SERVICE PROVIDER must be registered as a foreign business entity equivalent in Nevada, in active status and in good standing.

ARTICLE III – TERMINATION

1. TTD may terminate this Agreement without cause with 10 days' written notice to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services, which have been completed and accepted by TTD up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by TTD. TTD may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason TTD's funding from TTD, state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

- a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

- b. If any state, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

- d. If TTD materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

- e. If it is found by TTD that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of TTD with a view toward securing an agreement or securing favorable treatment with respect to

awarding, extending, amending, or making any determination with respect to the performing of such agreement; or

f. If the SERVICE PROVIDER knowingly bills TTD for unallowable costs or non bona fide goods or services, or for goods and services not provided.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by TTD, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE PROVIDER. If expenses exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to TTD the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement have been completely performed by the SERVICE PROVIDER, and all items of professional services have been approved and accepted by TTD, and final payment is made.

ARTICLE IV – COST

SPECIFIC RATES OF COMPENSATION

1. The “specific rates of compensation” method of compensation shall be used for the SERVICE PROVIDER's services.

2. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of **Three Million One Hundred Sixty Thousand Forty One** and 0/100 Dollars (**\$3,160,041**), which includes a five percent (5%) design contingency of One Hundred Fifty Thousand Four Hundred Seventy Eight Dollars (\$150,478) per the attached cost proposal (Exhibit B). Use of the contingency funds will not be allowed without an approved budget request from the SERVICE PROVIDER and a Notice to Proceed from TTD.

4. TTD will pay the SERVICE PROVIDER in monthly installments based upon progress and final payment reports submitted by the SERVICE PROVIDER and as approved by TTD.

5. The SERVICE PROVIDER is required to submit a monthly progress report in TTD's format showing the status of the professional services and the degree of completion thereof.

6. The SERVICE PROVIDER cost billing, reimbursement, and audit, will be accomplished in accordance with the Federal Cost Principles set forth in 2 CFR Part 200.

7. Travel costs will be reimbursed based on actual costs limited by Federal Travel Regulations (FTR) GSA lodging, meals and incidental expense, and mileage reimbursement rates. The SERVICE PROVIDER shall provide travel receipts.

8. When requested by TTD, the SERVICE PROVIDER shall schedule its own airline and rental car reservations by the most economical means for reimbursement. Original receipts for airfare and rental cars must be submitted with the “Claim for Travel Expense.” TTD is not

responsible for payment of any premium, deductible or assessments on insurance policies purchased by the SERVICE PROVIDER for a rental vehicle.

ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one (1) copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER's stationery using TTD's format. TTD will utilize its normal accounting procedure in the payment of the invoices submitted.

2. TTD reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services TTD determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession, or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, TTD will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

3. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 2. This amount was based upon the SERVICE PROVIDER's costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to TTD prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of TTD. Failure to notify TTD prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

4. Payment of invoices shall be as follows:

a. TTD will use its best efforts to cause the SERVICE PROVIDER to be paid within thirty (30) days of receipt of SERVICE PROVIDER'S correct and undisputed invoice.

b. TTD shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by TTD or is approved by both Parties for payment.

5. SERVICE PROVIDER is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the SERVICE PROVIDER'S receipt of payment for that work from TTD. In addition, the SERVICE PROVIDER may not hold retainage from its subcontractors.

6. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and TTD policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are

SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid by its subcontractors during performance of this Agreement. TTD may set-off any consideration due against any delinquent government obligation.

2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 332.300 relating to independent contractors. 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 TTD whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of TTD.

3. The SERVICE PROVIDER shall be solely responsible for its own employees, and TTD shall have no obligation with respect to:

- a. Withholding of income taxes, FICA, or any other taxes or fees;
- b. Industrial insurance coverage;
- c. Participation in any group insurance plans available to employees of TTD;
- d. Participation or contributions by either the SERVICE PROVIDER or TTD to the Public Employees Retirement System;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by TTD.

4. The SERVICE PROVIDER shall indemnify and hold TTD harmless from, and defend TTD against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave, or coverage.

5. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of TTD's personnel without the prior written consent of TTD.

6. The SERVICE PROVIDER agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit E "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by TTD as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Manager. SERVICE PROVIDER agrees to provide District with copies of required policies.

7. TTD has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to TTD.

8. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers, and consistency. The

deliverables shall be reviewed by TTD for conformity with TTD's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by TTD does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and TTD's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

9. The SERVICE PROVIDER shall appear as a consultant and, if necessary, as an expert witness on behalf of TTD in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

10. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation, and analysis data, reports (including files stored on mobile media), computations, tabulations, original drawings, and design files (including CAD information stored on mobile media), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of TTD, without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at TTD's discretion and TTD's sole decision. The SERVICE PROVIDER shall not utilize any materials, information, or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of TTD. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of TTD obtained as a result of performing the services called for in this Agreement, in any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of TTD.

11. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of TTD. The SERVICE PROVIDER shall remit all such documents to TTD upon completion, termination, or cancellation of this Agreement or upon written request of TTD. The SERVICE PROVIDER shall not use, willingly allow, or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of TTD.

12. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to TTD to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

13. The SERVICE PROVIDER warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that the SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TTD shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. 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 TTD.

It is the intent of TTD to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

15. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations:** The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. **Nondiscrimination:** The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5. of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. **Solicitations for Subcontracts, Including Procurement of Materials, and Equipment:** In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap, or national origin.

d. **Information and Reports:** The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by TTD, the Nevada Department of Transportation (NDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to TTD, the NDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, TTD shall impose such Agreement sanctions as it the NDOT or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by TTD, the NDOT or the FHWA.

g. **Incorporation of Provisions:** The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract

or procurement as TTD, the NDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request TTD to enter into such litigation to protect the interests of TTD and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

16. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

a. 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.

b. 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);

c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

d. 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;

e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

f. 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);

g. 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);

h. 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;

i. 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);

j. 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;

k. 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);

I. 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).

17. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest agrees as follows:

a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. SERVICE PROVIDER is subject to suspension and debarment actions as specified in 2 CFR part 1200 and 2 CFR part 180, potential cause of action under the False Claims Act as specified in 32 U.S.C. 3729-3733, and prosecution for making a false statement as specified in 18 U.S.C. 1020.

b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.

c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition, including AIDS and AIDS-related conditions

18. 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 are maintained. It is expressly understood that the duly authorized representatives of TTD, NDOT and FHWA, and the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

19. To the fullest extent permitted by law, the SERVICE PROVIDER shall be liable to TTD, and its employees, officers, and agents of TTD for any liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless, or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.

20. The SERVICE PROVIDER shall use its own vehicles and TTD is not responsible for the payment of any premiums, deductible, or assessments on any insurance policies purchased by the SERVICE PROVIDER.

21. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry.

22. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals, or any other occurrence that alters this Agreement in any way, the SERVICE PROVIDER shall notify TTD of such intent at least seven (7) calendar days prior to making said change.

23. 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 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 TTD: Jim Marino
PO Box 499
Zephyr Cove, NV 89448
128 Market Street, Suite 3F
Stateline, NV 89449
Phone: (775) 589-5512
Fax: (775) 588-0917
E-mail: jmarino@tahoetransportation.org

FOR SERVICE PROVIDER: Brian Janes, PE
AtkinsRealis
10509 Professional Circle, Suite 103
Reno, NV 89521
Phone: (775) 828-1622
E-mail: Brian.Janes@atkinsrealis.com

24. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

25. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

26. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

27. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. TTD will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. The SERVICE PROVIDER shall provide a minimum of thirty percent (30%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of TTD. The SERVICE PROVIDER shall, prior to obtaining written approval from TTD, provide TTD with a copy of the subcontract or sub-agreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of TTD, shall be void.

30. 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.

31. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

32. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

33. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

34. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a 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 and the Attorney General.

35. At the end of the term of this Agreement described in Article II – Performance, Paragraph 1, the SERVICE PROVIDER will be evaluated and that evaluation may be used for evaluation of future procurements.

IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and TTD have caused their names to be signed hereon on the date first above written.

ATKINS REALIS

TTD

Matthew S. Baird
Principal-in-Charge

Jim Marino
Acting District Manager

Approved as to Legality and Form:

General Counsel

EXHIBIT A

SCOPE OF SERVICES

INTRODUCTION

The Tahoe Transportation District (TTD) has contracted with AtkinsRéalis to advance preliminary design plans through final design as well as complete environmental analyses required for the State Route 28 Central Corridor Sand Harbor to Thunderbird Cove Trail, Transit and Safety Improvement Project.

The project includes 1.75 miles of multi-use path, transit pullouts, and safety improvements along the State Route 28 (SR 28) corridor between Sand Harbor State Park and Thunderbird Cover on the east shore of Lake Tahoe.

The general scope of work consists of three (3) phases. Phase 1 will include the review of the current 30% project design, value engineering analysis, environmental analysis and documentation. The goal of the project will be to obtain applicable NEPA, USFS, NDOT, TRPA, and other agency approvals needed.

Phase 2 will include the advancement of preliminary engineering to a 60% design level. This phase generally includes the following tasks which are detailed further in the project specific scope:

- Plan view of proposed site grading and drainage improvements and identification of all existing and proposed major road components including: curb, gutter, sidewalks, parking areas, ancillary buildings, restroom facilities (if determined to be included), transit/mobility hub facilities or pullouts, safety facilities, trails, trail vista points and pullouts, refuse facilities, overhead lighting, and underground utilities.
- Utility plan sheets identifying proposed improvements, with existing utilities clearly identified in locations where conflicts could exist.
- Roadway, trail, and drainage plan and profile sheets with appropriate horizontal and vertical design information.
- Necessary hydrogeology, geotechnical and land surveys for supporting design.
- ROW boundaries and property owner identification in and around project site.
- Identification of any project improvements located on private property. The project assumes all improvements will be primarily located on Nevada State Land/State Parks, NDOT, and USFS lands.
- Determination of any necessary ROW acquisition based on preliminary project design.
- Determining all necessary rights-of-entry for private property for construction purposes.
- Ensure all designs meet NDOT requirements, expectations, and standards.
- Develop landscape plans, irrigation plans, and vegetative maintenance plans, consistent with relevant policies and ordinances.
- Ensure all designs meet current standards in addressing multi-modal functionality.
- Update project costs, prepare a finance plan, as needed, and provide any information necessary for securing additional funds.
- Assist in coordination, communication and, if necessary, preparation of inter-local agreements with stakeholders.

- Participate in the partnering process with project stakeholders and public outreach.
- Development of construction sequence plan.
- Preparation of signage wayfinding and highway modification plan for trail access and on-highway parking removal.

Phase 3 will advance the project design from the 60% level to final design and include construction drawings, project quantities, specifications, and opinion of probable construction cost (OPCC) estimate required for bidding. Bid support is assumed to occur in February/March of 2026 and will also be included in this scope of work.

Any engineering services during construction and construction management activities are not included in this scope of work and can be addressed with a new scope and fee estimate if requested.

Assumptions:

- Current scope is for a design-bid-build delivery. If TTD transitions to a CMAR, a separate scope and fee will be developed at that time.
- Parking areas, ancillary buildings, restroom facilities, transit/mobility hub facilities and pullouts are not included in this scope of services.
- No significant changes will be made to the trail alignment will be made after the 30% workshop.
- Subsurface utility exploration (SUE) is not included in this scope of services.
- Interpretive design is not included in this scope of services.
- Property acquisitions and/or easements will not be required given the project is located entirely on public land. Agencies will coordinate as needed using design plans and specifications to secure agreements for maintenance, etc.
- A site-specific analysis of scenic impacts will not be required for the TRPA EIP application.
- A quantitative Visual Magnitude Analysis will not be required for the TRPA EIP application.

The following scope of work for this project consists of the following detailed tasks intended to support the general scope noted previously:

1. PROJECT MANAGEMENT

Project Management Coordination and Meetings

CONSULTANT will provide project management services for the duration of the Project through bid support; assumed to be eleven (11) months total, March 2025 through January 2026. If additional services are required during the construction phase of the project, that scope and fee will be negotiated at that time.

Project management includes general project administration, including preparation and execution of Subconsultant agreements; monthly budget monitoring and invoicing; monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget); risk management; preparation and

monthly project schedule updates; management of Subconsultants, oversight of quality assurance on deliverables; file management; and project closeout.

CONSULTANT Project Manager and Assistant Project Manager will serve as the TTD's prime points of contact and will have primary responsibility for coordinating the efforts of the project team and subconsultants. CONSULTANT Project Manager will keep the TTD Project Manager informed of progress with informal briefings via email or phone call and biweekly (every other week) virtual meetings to discuss the design progress; upcoming milestones; schedule; risk status; key technical issues by discipline; and make informed decisions. Up to four (4) CONSULTANT staff will attend these meetings.

The CONSULTANT Project Manager will also maintain communication, as appropriate, with local and state stakeholders as required to advance the scope of work detailed in this document. All significant communications shall be documented and reported to the TTD Project Manager.

CONSULTANT will prepare and maintain a project schedule and distribute updates on a regular basis. The schedule will be reviewed with the TTD at the regularly scheduled meetings, with a focus on critical path activities, the construction season, and schedule threats.

Project Kickoff Meeting

CONSULTANT will hold an in-person kickoff meeting with the TTD and other stakeholder agencies as required to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. Up to fourteen (14) CONSULTANT staff will attend the meeting. CONSULTANT will prepare a meeting agenda, take and distribute meeting notes, and track concerns about the project from the attendees.

Deliverables – Owner Kickoff Meeting Agenda and Notes

Internal Team Project Coordination and Meetings

CONSULTANT will hold an internal kickoff meeting with CONSULTANT staff, and subconsultants to internally align the team with the goals of the TTD and the goals of the project. Regularly occurring meetings will follow the kickoff meeting for the duration of the work.

The CONSULTANT Project Manager will coordinate with team leads to discuss the progress of the project and identify issues and action items to be addressed. Significant items will be brought to the attention of the TTD Project Manager at the regularly scheduled meetings.

Stakeholder Agency Team Meetings

CONSULTANT will facilitate monthly meetings with the TTD Project Manager and agency stakeholders to discuss design progress and coordinate issues. This meeting will be facilitated by the CONSULTANT Project Manager and an agenda and meeting summary will be provided. A total of up to eleven (11) virtual meetings are anticipated, to be attended by up to four (4) CONSULTANT staff.

Deliverables – PMT Meeting Agenda and Notes

Miscellaneous Coordination Meetings

CONSULTANT will prepare for and attend miscellaneous coordination meetings with TTD, agency stakeholders, and others as requested by and at the TTD's discretion. A total of six (6) meetings are anticipated over the duration of the project, to be attended on average by four (4) CONSULTANT staff. For the purpose of scoping, these meetings are assumed to be in-person.

Deliverables - Meeting Invitation, Materials, Exhibits, Meeting Agenda and Notes

Project Execution Plan / Quality Management Plan (PEP/QAP)

CONSULTANT will prepare a combined PEP/QAP that will include: project team information; communication protocols; file and information sharing and storage protocols, risk management, scope, schedule, and budget, and quality control/assurance procedures. The QAP portion of the document will include procedures for quality control checks and independent quality reviews for design plans, permitting documents, cost estimates, and specifications. The PEP/QAP will apply to both the entire team (prime and subconsultants). The PEP/QAP will be distributed to the CONSULTANT team, including Subconsultants, and will be updated as needed throughout the project duration.

Deliverables – Draft and Final PMP (upon request)

2. PUBLIC OUTREACH

CONSULTANT will attend a public meeting for the TTD's SR 28 Central Corridor – Thunderbird Cove to Secret Harbor project and be prepared to provide discussion on CONSULTANT's scope of work and project goals. It is assumed that the CONSULTANT will not be required to setup or run this meeting and will be present for questions regarding this scope of work only. Materials to be provided for the meeting will be limited to a single roll plot of the project area.

CONSULTANT may be required to hold an additional public meeting specific to this project and scope of work as part of the environmental permitting process. If required, CONSULTANT will setup the meeting, run the meeting, and provide a meeting summary.

3. PHASE 1 – 30% DESIGN REVIEW AND ENVIRONMENTAL ANALYSIS

CONSULTANT will review the current design and environmental documentation to prepare for coordination with the TTD, agency stakeholders and permitting agencies.

3.1. Data Collection and 30% Design Review

Design and permitting data

CONSULTANT will coordinate with TTD and permitting agencies to obtain copies of all design and permitting data and information completed to date for the project. This scope of work assumes that the following documentation will be provided as source files in electronic format (e.g. Word documents and CAD files vs. PDF).

- 30% design plan CAD files and all reference files.
- 30% CAD topography, surface files, alignment files, etc.
- Any field investigation information performed to date for the project.
- Any drainage reports or other technical reports completed for the 30% design.
- 30% design cost estimate with individual bid items.
- The USFS Environmental Assessment (EA)
- Any other permitting or technical reports drafted or completed for environmental permitting.

3.2. Geotechnical

As part of the geotechnical investigation, CONSULTANT will initially review published geological and fault hazard maps to understand the geological units and faults mapped within and near the proposed project alignment. In addition, CONSULTANT will complete a document search in NDOT, and other public agencies records to obtain any available geotechnical information from previous geotechnical investigations for projects in the general area of the project site. It is expected that some NDOT projects along SR 28 corridor as well as other public improvements projects in the area may contain geotechnical data that can be utilized as supplement in the geotechnical investigation for the proposed project. Any available geotechnical data should allow to reduce the scope of field exploration and testing associated with the geotechnical investigation. As part of the geotechnical scope preparation, CONSULTANT reviewed the final geotechnical report dated January 2017 for the similar SR 28 multi-use path project between Sand Harbor and Incline Village area.

Along with the review of any other available existing geotechnical information, CONSULTANT will also review the preliminary design for the project included in the 30% Design Plans. A detailed geotechnical site reconnaissance of the project alignment shown on the plans will then be completed to evaluate the geotechnical characteristics of exposed surficial material conditions and compare with the mapped geological units as well as any existing geotechnical data from previous projects. The site reconnaissance will also allow in the evaluation of the access conditions to finalize the geotechnical field exploration locations. CONSULTANT will obtain the needed NDOT encroachment permit to advance the borings with NDOT right-of-way and will also coordinate the access with other governing agencies. It is assumed that the proposed

boring exploration will not require TRPA soil/hydrology scoping report and permit. CONSULTANT will also obtain utility clearance for the boring exploration from Underground Service Alert.

The geotechnical field exploration for the structures within NDOT right-of-way will be planned and completed in general accordance with 2024 NDOT geotechnical manual. Based on the difficult access conditions, expected relatively uniform subsurface materials, and review of previous geotechnical exploration north of the project and associated exploration coordination with project team including NDOT, it is assumed some deviation in the field exploration spacing/depth from NDOT/AASHTO guidelines for the proposed structures will be acceptable to the project team including NDOT. Geotechnical field exploration for the project will include the advancement of borings to reveal subsurface soils, bedrock, and groundwater conditions through sufficient depth. In addition, geophysical surveys measure subsurface shear-wave velocity and seismic wave velocity profiles at selected structures and/or excavation locations will also be completed. The geotechnical exploration locations will target the proposed underpass location beneath the access drive to Sand Harbor as well as several hundred feet of various retaining walls (soil nail walls, gravity-type segmental retaining walls, MSE-type segmental retaining walls, etc.), significant cut/fill slopes and parking lots. The southern shared use path will include over 5,000-foot-long soil nail with variable height up to 12 feet to retain cuts made into steep side slope of SR 28. We anticipate a total of 24 borings extending to depths between 20 and 40 feet below existing grade as part of the geotechnical field exploration for the project. We also anticipate geophysical surveys via refraction microtremor method at up to 8 locations to measure subsurface shear-wave velocity profile to determine seismic site class and to model 2-dimensional seismic wave profile to use in the evaluation of excavation characteristics of subsurface materials including bedrock. Because of the existing steep slopes and since the path alignment will be relatively close to SR 28, most of the borings will be advanced within the travel lane of existing SR 28. Some borings for the underpass culvert structure and soil nail walls associated with the approach will be advanced away from SR 28. The advancement of these borings within SR 28 will require significant coordination and encroachment permit from NDOT. Drilling during night shift with a lane closure with needed traffic control with flaggers will be necessary for advancement of the borings within SR 28. Based on our knowledge of the subsurface material conditions in the project area and review of previous exploration north of project alignment, all the borings will need to consider rock coring technique from relatively shallow depths. CONSULTANT will advance the borings via hollow stem auger borings using a truck or rubber track mounted soil sampling rig and, when refusal encountered on hard rock or large boulders/cobbles, the borings will be continued to the target depth via HQ coring technique. We anticipate around 9 nights to complete the proposed 19 geotechnical borings with up to 7 nights of work within existing SR 28. Once the field exploration is complete, all the borings will be backfilled with neat cement grout and the borings with the existing pavement will be patched at the surface using a minimum 6 inches of non-shrink, quick set concrete. All drill spoils will be collected in barrels and will be disposed offsite.

Sampling of soils within upper soils (including roadway fills) will include SPT testing at every 2.5 feet depth and samples will be placed in plastic bags. Rock cores will be placed in plastic core boxes. Additional bulk samples from drill cuttings will also be collected. A geotechnical engineer will coordinate the field exploration and will log all subsurface materials encountered in the borings. The subsurface soils and rocks encountered in the borings will be logged in the field per the applicable NDOT or ASTM standards. Laboratory testing on representative samples collected from the field exploration will include gradation, Atterberg's limits, direct shear,

unconfined compressive strength tests on intact rock cores, R-value, and corrosion testing to evaluate the physical and chemical characteristics of subsurface materials within the project area.

CONSULTANT will complete all necessary geotechnical and pavement structural section analysis to formulate design and construction recommendations for underpass culvert structure, retaining walls, cut/fill slopes, global stability of retaining walls, and parking lot improvements. Geotechnical analyses for the underpass culvert structure and retaining walls will be performed in accordance with the applicable AASHTO LRFD, NDOT, and/or FHWA requirements and guidelines. A draft geotechnical investigation will be prepared to summarize the findings from field exploration, field testing, laboratory testing, and all necessary geotechnical recommendations for the design and construction of the proposed project. The draft geotechnical report will be finalized along with final design for the project accommodating review comments by project team and governing agencies. Depending on the project phasing and design, structure specific geotechnical memorandums will also be prepared.

For the design of retaining walls and other structures and to develop plans and specifications, the geotechnical engineer will provide additional geotechnical design and consulting support services.

Deliverables – Draft and final geotechnical reports

3.3. Topographic Survey with Aerial Photography

CONSULTANT will begin by reviewing the previous survey efforts from 2016 with the objective of recovering elements from the previous survey that can be used to support and improve the efficiency of the new survey. Based on the age of the old survey and improvements in the Highway 28 corridor in the last 9 years, the ability to recycle old data will be limited.

CONSULTANT will prepare a topographic survey map using a combination of aerial photogrammetry and ground collected survey field shots. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=40' with a 1' contour interval accuracy. The aerial survey will cover a swath of 500' centered on the proposed alignment. When the alignment is near the lake this will result in aerial mapping coverage from Lake Tahoe to +/- 100' above the highway.

Field shots will be obtained along a 50' wide corridor that is centered on the proposed alignment. Shots will be collected at critical locations such as edge of roadways, utilities, and storm drain features to be combined with the aerial provided digital terrain model to supplement the basemap. All existing surface improvements, trees greater than 12" dbh defined by species, striping/pavement markings, visible evidence of utilities, inverts of all measurable utilities within the project area (including pipe size, orientation, and material where observable) will be shown. After delivery of the initial topographic and right of way survey, any additional survey necessary to support design iterations from the 30% not included in this scope of work.

The area to be mapped will be from the Sand Harbor Boat Ramp entrance to Skunk Harbor Cove, Sta 40+00 – 140+00 as shown heron as Figure 1.

The Project datum will be referenced to modified state plane coordinates and NAVD88 with a vertical offset provided to the Lake Tahoe Datum.

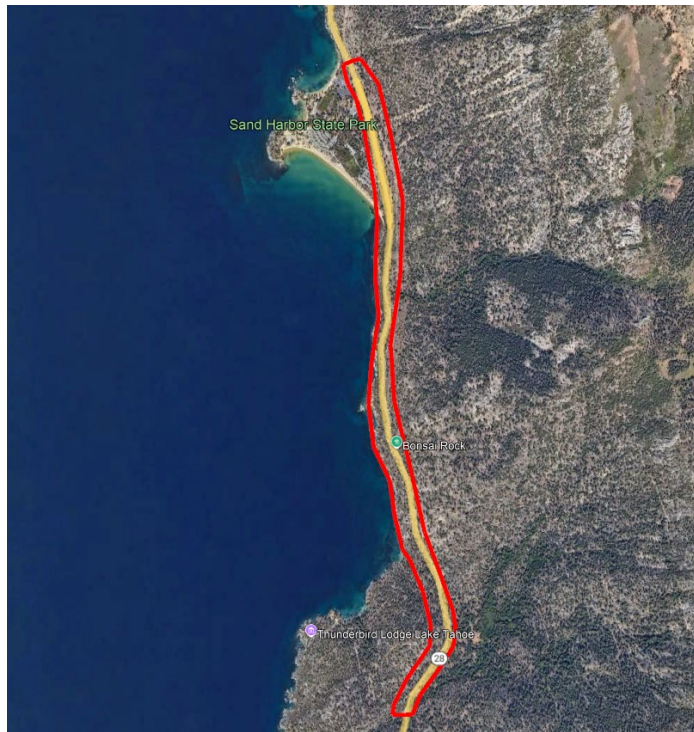


Figure 1 – Survey Extents Shown by the Red Polygon

Record Right of Way Survey

CONSULTANT will review Right of Way Mapping from available record maps, documents, and NDOT. The mapping for the entire alignment to be surveyed will be calculated prior to beginning field work. During the ground survey portion of this project existing highway monuments and property corners will be located along the project corridor. A best fit of the existing right of way will be made based upon found monuments and record mapping. This task will not include any verification or research of existing ownership. There may be areas discovered that could have a material discrepancy in the record to what is found in the field. If this occurs, we will present the findings. If the proposed improvements are close to any possible conflicts additional field work and research may be needed and ultimately a Record of Survey may be required. If this happens, we would appreciate the opportunity to provide a proposal for a modification to our scope and fees accordingly. The deliverable for this subtask will include record right of way delineation within the topographic survey deliverable referenced herein.

Deliverables – CAD files of topographic survey (including an Autodesk Civil 3D surface with appropriate breaklines), georeferenced orthorectified aerial photo, record right of way delineation within the topographic survey deliverable referenced herein.

3.4. Subsurface Utilities

CONSULTANT will investigate subsurface utilities within the project limits, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or

invert of pipe, within such surface features.

Based on field investigation, CONSULTANT will provide the TTD a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. CONSULTANT will prepare the initial notification letters and gather available utility information. CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

Regularly recurring utility coordination meetings are not included in this scope of work and will not be held with the TTD and affected utility companies.

Any design and technical specifications required to relocate impacted utilities are assumed to be provided by the utility owners or their representatives. CONSULTANT will include the approved utility design(s) and unique technical provision requirements for each utility in the contract documents if provided by the affected utility agency in a timely manner that meets the CONSULTANT design schedule.

No upgrading or expanding of utility facilities is included in this scope of work.

CONSULTANT will distribute design review submittals to utility agencies for review and comment and provide the TTD a list of utility agencies provided design review submittals and Utility Agency review comments and incorporate updates into subsequent plan submittals.

3.5. 30% Design Review Workshop

CONSULTANT will review the current 30% project design documents and schedule a 30% Design Workshop with the TTD and agency stakeholders shortly after the kickoff meeting. The workshop will be held to facilitate discussion of the current 30% design elements, review and recommend potential modifications and coordination with the updated Sand Harbor State Park Master Plan, discuss Value Engineering (VE) opportunities, and constructibility. Results of the workshop will be documented and distributed to attendees and used to advance the 30% design to a 60% level of design. After the workshop, the CONSULTANT will conduct two site visit field walks to GPS a refined trail alignment, identify potential modifications, and re-walk to confirm the route.

Deliverables – Workshop agenda, figures, and notes, summary diagram of conceptual trail alignment modifications with identified viewpoint locations

3.6. Value Engineering, Feasibility, ICE/OPCC, Master Schedule, and Risk Register

After the workshop and field walks to review and review the trail alignment and identify viewpoint, wayfinding signage and donor locations, CONSULTANT will perform an Independent Cost Estimate (ICE) of the 30% design including findings from the workshop and deliver to TTD to support decision making. Development of a Risk Register and 30% design schedule with early suggested construction duration will be started as well.

For the purpose of this scope of work, the project is assumed to be delivered as a design-bid-

build. CONSULTANT will discuss with TTD the costs and benefits of delivering the project as a Construction Manager at Risk (CMAR). If CMAR is determined to be the delivery method for the project, CONSULTANT will coordinate with TTD on extra effort and scope to perform that work.

Deliverables –30% ICE summary

3.7. Environmental Analysis and Documentation

CONSULTANT will coordinate with TTD, stakeholder agencies, and permitting agencies to gather previously completed permitting documents, technical reports prepared to support the *SR 28 Shared Use Path, Parking, Safety and Environmental Improvements Project Environmental Assessment* (SR 28 EA), and other relevant information. Consultant will then prepare project-level National Environmental Policy Act (NEPA) documentation and Tahoe Regional Planning Agency (TRPA), Nevada Division of Transportation (NDOT), and other agency permitting packages.

CONSULTANT assumes that TTD in collaboration with LTBMU will complete the steps necessary to secure an LTBMU Special Use Permit (SUP) for the project. Support in obtaining a SUP can be provided with a scope and fee modification.

National Environmental Policy Act Compliance

CONSULTANT will prepare a Categorical Exclusion (CE) that meets the requirements of 23 CFR 771.117 using NDOT's Federal Highway Administration (FHWA) Approved CE Checklist. CONSULTANT assumes that the approach for NEPA compliance (i.e., use of a CE and preparation of the supporting technical reports) will be confirmed by FHWA and NDOT shortly after project initiation. To support the conclusions in the CE, CONSULTANT will prepare the technical reports described below. If additional technical reports will be required by FHWA and NDOT to support the CE, CONSULTANT can provide those with a scope and fee modification.

The following technical reports will be prepared to support development of the CE. In addition to technical reports below, a brief analysis of other applicable topics will be provided, including acquisition of lands under the protection of Section 6(f), properties with recognized environmental conditions, and federal conformity review. As applicable, the SR 28 EA will be used as a basis to support the CE conclusions.

CONSULTANT will prepare a draft of the CE for TTD, FHWA, and NDOT review. A final draft of the CE will be prepared that addresses comments and edits on the administrative review draft CE.

Biological Resources Technical Report

CONSULTANT will prepare a brief biological resources technical report that describes existing conditions for botanical resources, invasive plants, and terrestrial and aquatic wildlife and includes a summary analysis of potential effects of the proposed project. The effects analysis summary will focus on potential project-related impacts on biological resources subject to NEPA review, including vegetation/land cover types, special-status botanical and animal species, invasive species, and sensitive habitats. CONSULTANT assumes that LTBMU or TTD will provide a copy of the Biological Assessment/Biological Evaluation (BA/BE) prepared for the SR 28 EA. The biological resources technical report will incorporate relevant information from the BA/BE; review of available data, including updated database/records searches for sensitive

biological resources in the project area vicinity; and a reconnaissance-level field survey of the project area.

CONSULTANT will prepare a draft of the Biological Resources Technical report for TTD, FHWA, and NDOT review. A final draft of the Biological Resources Technical report will be prepared that addresses comments and edits on the administrative review draft Biological Resources Technical report.

Cultural Resources Analysis (Section 106 Report)

CONSULTANT will complete a cultural resources report for the project that will comply with Section 106 of the National Historic Preservation Act. A records search at the Nevada Cultural Resource Information System (NVCRIS) will be conducted to identify previously recorded cultural sites and reports. Cultural records will also be requested that FHWA or NDOT may have in-house. As part of the Section 106 process, we anticipate that a project informational letter and project map will be sent by NDOT cultural resources staff to culturally affiliated tribes to learn about Traditional Cultural Properties on federal lands.

Once background research has been completed, CONSULTANT's cultural resources staff, who meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61), will conduct an intensive pedestrian field survey of the project area. For purposes of this scope, we assume eight sites will be identified; the sites will be recorded on the appropriate Intermountain Antiquities Computer System form (or other form approved by FHWA or NDOT) for archaeological resources and Architectural Resource Assessment forms for architectural properties. If the recorded resource has the potential to constitute an historic property under Section 106, evaluation of its eligibility for the National Register may be required, if site avoidance cannot be achieved due to project constraints. Should this be the case, CONSULTANT will inform TTD as such and submit an augment to complete that work.

Based on the background research and fieldwork, CONSULTANT will prepare a draft cultural resources report that meets the Secretary of the Interior's Standards and Guidelines. This report will provide a prehistoric and historic context of the project site, the APE maps, and present evaluation findings. Based on one round of comments on the draft report, the final cultural resources report will be prepared for submittal.

Programmatic Section 4(f) Report

Programmatic Section 4(f) evaluations are a time-saving procedural option for preparing individual Section 4(f) evaluations for certain uses of Section 4(f) property. FHWA has issued a programmatic Section 4(f) Statement and Determination for Independent Bikeway or Walkway Construction Projects. The proposed project appears to be consistent with the criteria for Independent Bikeway or Walkway Construction Projects. CONSULTANT will prepare a Programmatic Section 4(f) report for the project. One meeting will be held with the FHWA, NDOT, and TTD to discuss impacts to Section 4(f) resources and applicability of programmatic evaluation for the project. One consultation meeting will be conducted with the agencies having jurisdiction over Sand Harbor State Park and cultural resources, including Nevada Division of State Parks (NDSP), State Historic Preservation Officer (SHPO), and LTBMU to review the project's ability to meet the criteria for application of the Programmatic Section 4(f) evaluation and receive concurrence. Programmatic evaluations require no circulation of the document and no 45-day comment period.

CONSULTANT will prepare a draft of the Programmatic Section 4(f) report for TTD, FHWA, NDOT, NDSP, and LTBMU review. A final draft of the CE will be prepared that addresses comments and edits on the administrative review draft Programmatic Section 4(f) report.

Tahoe Regional Planning Agency Permitting and Regulatory Compliance

The project is an EIP project (EIP No. 03.01.02.0049) in the Tahoe Basin. CONSULTANT will prepare and assemble an EIP Project Review Application Package, which includes a project description, complete application, Initial Environmental Checklist (IEC), Soils/Hydrologic application, list of affected parcels, and site plans and best management practices (BMPs) prepared in support of the project. The project would likely require excavation greater than 5 feet; however, as part of the permit application, CONSULTANT will seek a waiver from TRPA for the soils-hydrologic determination based on Finding 33.3.6.2 such that a full soils/hydrologic report would not be required.

CONSULTANT will prepare a draft of the EIP Project Review Application Package for TTD, FHWA, and NDOT review. A final draft of the EIP Project Review Application Package will be prepared that addresses comments and edits on the administrative review draft EIP Project Review Application Package.

Initial Environmental Checklist

CONSULTANT will prepare the IEC consistent with TRPA's standard IEC format. The IEC will include response to all checklist questions, including questions for which the proposed project would have no impact or a less-than-significant impact. The level of analysis and degree of impact will vary depending upon the environmental topic but will be sufficient to provide the substantial evidence to support the conclusions, consistent with TRPA requirements.

CONSULTANT will provide rationale for impact conclusions with substantial evidence.

CONSULTANT anticipates that key topics in the IEC analysis will be related to land, vegetation, wildlife, air quality, noise, and scenic resources. Key assumptions and approach related to the analysis of these resource topics are summarized below.

Land

The land analysis will address issues related to erosion, geologic/soil hazards, and excavation greater than 5 feet. This scope assumes that TRPA will grant a waiver for soils/hydrologic exploration for areas where excavation greater than 5 feet would be required for the project.

Air Quality and Noise

This scope assumes that the air quality and noise analyses will include limited quantitative analysis supported by modeling efforts for construction activities.

Vegetation and Wildlife

The biological resources technical report prepared for the CE will address biological resource topics required in the IEC.

Scenic Resources

Ascent will complete the scenic resources evaluation for the IEC based on the visual simulations included in the SR 28 EA. Ascent assumes that TRPA will confirm this approach for the scenic analysis in the IEC.

State of Nevada Permitting and Regulatory Compliance

Nevada Department of Transportation Standard Occupancy Permit

The project would be located within NDOT right-of-way (ROW). CONSULTANT will prepare an application for a standard occupancy permit in NDOT ROW. The application will include exhibits depicting the proposed work in the ROW, a traffic control plan, and a drainage plan.

CONSULTANT will prepare a draft of the NDOT ROW standard occupancy permit application for TTD, FHWA, and NDOT review. A final draft of the standard occupancy permit application will be prepared that addresses comments and edits on the administrative review draft standard occupancy permit application.

Nevada Division of Environmental Protection (NDEP) Stormwater General Permit (NVR100000)

The project will be required to obtain and comply with the Nevada Stormwater General Permit. CONSULTANT will prepare the permit application, including development of a Stormwater Pollution Prevention Plan that documents the BMPs to be installed on-site and completion of the Notice of Intent on the General Permits System.

Nevada Division of State Lands Authorization for Use of State Lands

The portion of the proposed trail at Sand Harbor State Park would require Nevada Division of State Lands (NDSL) Authorization for Use of State Lands. CONSULTANT will compile the application for authorization for use of State lands that will include a narrative project summary, project plans, a location map indicating where the work will occur in relation to the NDSL parcels, and adjacent parcel owner names and mailing addresses for notifications.

CONSULTANT will prepare a draft of the NDSL permit application for TTD, FHWA, and NDOT review. A final draft of the NDSL permit application will be prepared that addresses comments and edits on the administrative review draft NDSL permit application.

Other Permits

Washoe County Grading Permit

Grading within Washoe County is subject to Washoe County Development Code Article 400. CONSULTANT will compile and submit a grading permit application with grading plans for the project. The grading plans will include details such as limits of disturbance and volumes of cut and fill; location of any buildings or structures within 15 feet of the proposed grading; location of all on-site drainage swales, natural drainage ways, and drainage easements both on-site and sufficient off-site locations as needed to verify the proposed drainage system; accurate contours of existing and proposed finish grading; and specifications for final stabilization of all disturbed areas.

CONSULTANT will prepare a draft of the Washoe County grading permit application for TTD, FHWA, and NDOT review. A final draft of the grading permit application will be prepared that addresses comments and edits on the administrative review draft grading permit application.

Northern Nevada Public Health Dust Control Permit

Projects in Washoe County that disturb 1 acre or more must apply for a NNPH Dust Control Permit. CONSULTANT will prepare the Dust Control Permit application, which will include

shall describe all control measures to be implemented before, after, and while conducting any dust generating activity, including weekends, after work hours, and on holidays. CONSULTANT will prepare a draft of the NNPH Dust Control Permit application for TTD, FHWA, and NDOT review. A final draft of the Dust Control Permit application will be prepared that addresses comments and edits on the administrative review draft Dust Control Permit application.

Deliverables

An administrative review draft and final draft will be prepared for each of the following:

- NEPA CE
- Biological Resources Technical Report
- Section 106 Report (Optional)
- Programmatic Section 4(f) Report
- TRPA EIP Project Review Application Package
- NDOT Standard Occupancy Permit Application
- NDEP Stormwater General Permit (NVR100000) Application
- NDSL Authorization for Use of State Lands Application
- Washoe County Grading Permit Application
- Northern Nevada Public Health Dust Control Permit Application

4. PHASE 2 – 60% DESIGN

4.1. Design Plans and Cost Estimate

Phase 2 will advance the 30% design based on the workshop results to a 60% level of design. Plan sheets will continue to use a 1" = 50' scale on a 22" x 34" sheet with the stacked plan and profile layout.

Design assumptions include:

- Design plans will be developed using AutoCAD and TTD format similar to that shown in the 30% design plans.
- NDOT plan format will not be required (e.g. 3 sheets / summary of base and surface quantities, structures list).
- Retaining wall structures have been identified in the Structure Type Selection Memorandum (TTD 2018) and include soil nail retaining walls, soldier pile/lagging retaining walls, mechanically stabilized embankment (MSE) walls, cantilever concrete walls, and rockery retaining walls as shown in the 30% design.
- Design will include a single 10' x 14' cast in place (CIP) reinforced concrete box culvert (RCB) for the pedestrian underpass at Sand Harbor.
- Structural designs will conform to NDOT Standards, the American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Bridge Design Specifications, latest edition, the Federal Highway Administration (FHWA), and the 2024 International Building Code (IBC), along with the corresponding Northern Nevada Amendments to that code.
- Pedestrian underpass will be designed for the same lateral earth pressures against the walls, along with overburden and AASHTO designated HL-93 loading requirements at the top of the underpass.
- Improvements to SR 28 are not included in this project and will not require roadway typical section sheets, cross sections, or roadway plan sheets.
- TTD will provide boilerplate specifications for the front end of the package.

The following is a listing of anticipated design sheets and level of detail required for the 60% submittal:

- Title Sheet with Index (1)
- General Notes, Legend, Abbreviations, Key Maps (2)
- Location Sheets (4)
- Multi-Use Path Typical Section Sheets and/or Cross Section Sheets (12)
- Multi-Use Path Stacked Plan and Profile sheets (10)
- Grading Plan Sheets (10)
- Geometric Control Plan Sheets (6)
- Removal Plans (10)
- Roadway Detail Sheets (3)
- L&A Sheets (12)
- Lighting/Electrical Sheets (3)
- Drainage Plan Sheets (10)
- Drainage Profile Sheets (8)
- Drainage Detail Sheets (8)

- Right-of-Way Sheets (10)
- Pedestrian/bicycle Wayfinding and Signage Sheets (4)
- Pedestrian Underpass and Other Structural Sheets (4)
- Wall Sheets (20)
- Utility Sheets (10) – existing utilities

Level of detail of 60% design:

- Limited specifications will be developed at this time for discussion at a regularly occurring meeting.
- Foundation drawings, and underpass detailing will be included.
- Structural sections and wall elevations will be developed in Stage 3.
- Irrigation design will not be prepared. Temporary irrigation needs for construction will be summarized in the project's specifications.

Deliverables – 60% design plans and cost estimate

4.2. VE, ICE, Deterministic Schedule Development, Risk Register

CONSULTANT will continue the VE and ICE efforts started during the workshop and provide a brief summary memorandum for the 60% submittal.

Deliverables –VE/ICE summary memo, deterministic critical path schedule , draft risk register

4.3. Drainage Analysis and Technical Report

CONSULTANT will prepare a drainage analysis of the 60% design based on requirements within NDOT's 2006 Drainage Manual. The analysis assumes that limited impacts will be associated with SR 28 and that the majority of the analysis will be related to roadway drainage features near the proposed multi-use path and drainage features needed for the path. The drainage analysis will generally consist of an onsite analysis within the project limits.

SR 28 Pyramid Highway will be considered a Minor Arterial for the analysis. The Rational Formula will be used to calculate on-site runoff and off-site runoff that drainage through the project area. Any offsite areas exceeding the area limitation of the Rational Formula will be modeled using the SCS Method.

A drainage report will be prepared with the 60% submittal summarizing the analysis parameters, criteria used, design requirements, and findings. The drainage report will follow NDOT's format for an Intermediate Submittal.

Deliverables – Intermediate Drainage Report

4.4. 60% Submittal and Comment Resolution

CONSULTANT will submit the 60% plans, cost estimate and drainage report to the TTD, agency stakeholders, and utility companies with a blank comment matrix for review and

comment. CONSULTANT will prepare for and attend up to one (1) in-person meetings with reviewers to discuss comments on the 60% design and confirm responses. It is anticipated that one (1) meeting with each reviewer will be sufficient and that two (2) meetings may be necessary to accommodate reviewer schedules. Preliminary responses will be identified for all comments. CONSULTANT will consolidate and provide final responses to the comments after the meetings and distribute to reviewers.

Deliverables – pre- and post-meeting comment review matrix

5. PHASE 3 – FINAL DESIGN

Incorporating agency comments from the 60% design review, CONSULTANT will advance the design and prepare design plans, cost estimate, project technical specifications, and a final design report.

It is anticipated that a review session will be held by the TTD, agency stakeholders, utilities (reviewers of the 60% submittal) to confirm that comments were sufficiently addressed. Upon confirmation, CONSULTANT will prepare the design plans, cost estimate, and project technical specifications for the bidding process. Design plans and project technical specifications will be signed and sealed.

CONSULTANT will support the TTD through the bidding phase, answering requests for information and preparing addendums if necessary.

Engineering services during construction, construction management, and record drawings are not included in this scope of work.

Deliverables – Final plans, structural calculations, cost estimate, specifications, drainage report, VE/ICE memorandum, and permitting documentation

6. DESIGN CONTINGENCY

This is a contingency for miscellaneous increases within the scope of this contract in performance of other tasks or added scope. If CONSULTANT determines that it is necessary to perform work outside of the base scope, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work to the TTD project manager. Work under this task shall proceed only with the TTD Project Manager's written approval.

Example work items could include sub-surface utility exploration (SUE), a quantitative visual magnitude analysis, etc.

EXHIBIT B

**Fee Summary
Project Engineering & Environmental Services for
State Route 28 Central Corridor Sand Harbor to Thunderbird Cove Trail, Transit and Safety Improvements**

Task No.	Item No.	Task	DBE %	Summary												
				AtkinsRéalis Hours N/A	AtkinsRéalis Labor N/A	AtkinsRéalis Expense N/A	AtkinsRéalis Total N/A	Lumos N/A	Ascot N/A	Corestone 7.0%	PK Electrical 2.1%	Rack Sold Solutions 4.0%	Design Workshop N/A	Total Subs N/A	Sub Markup N/A	Total Price 13.1%
1	1	Project Management		732	\$160,880	\$1,500	\$152,480	\$108,226	\$7,480	\$2,220	\$0	\$23,367	\$17,400	\$158,672	\$7,934	\$319,096
		Project Management Coordination and Meetings		120	\$27,400	\$0	\$27,400	\$38,100	\$7,480	\$0	\$0	\$0	\$12,000	\$57,560	\$2,878	\$87,938
		Project Kickoff Meeting		78	\$12,880	\$500	\$13,380	\$8,025	\$0	\$0	\$0	\$0	\$0	\$8,025	\$301	\$18,608
		Internal Team Meetings		448	\$91,140	\$0	\$91,140	\$29,260	\$0	\$2,220	\$0	\$11,684	\$5,400	\$48,564	\$2,428	\$142,132
		Stakeholder Agency Team Meetings		44	\$9,880	\$0	\$9,880	\$21,780	\$0	\$0	\$0	\$11,684	\$0	\$33,464	\$1,873	\$44,817
		Miscellaneous Coordination Meetings		24	\$5,280	\$1,000	\$6,280	\$11,880	\$0	\$0	\$0	\$0	\$0	\$11,880	\$584	\$18,754
		PEP/QAP		20	\$4,800	\$0	\$4,800	\$1,180	\$0	\$0	\$0	\$0	\$0	\$1,180	\$59	\$6,039
2	2	Public Outreach		304	\$45,400	\$4,000	\$49,400	\$12,050	\$0	\$0	\$0	\$0	\$0	\$12,050	\$803	\$82,053
		Joint Workshop with Central Corridor		40	\$6,840	\$1,000	\$7,840	\$5,100	\$0	\$0	\$0	\$0	\$0	\$5,100	\$255	\$13,195
		Sand Harbor to Thunderbird Workshop		264	\$38,560	\$3,000	\$41,560	\$6,950	\$0	\$0	\$0	\$0	\$0	\$6,950	\$348	\$49,958
3	3	Phase 1 - 30% Design and Environmental Analysis		1,267	\$224,205	\$1,000	\$225,205	\$391,786	\$159,827	\$215,590	\$0	\$32,524	\$30,000	\$929,698	\$41,486	\$1,098,398
	3.1	Data Collection and 30% Design Review		505	\$73,075	\$0	\$73,075	\$29,260	\$3,200	\$1,400	\$0	\$0	\$15,400	\$49,340	\$2,467	\$124,662
	3.2	Geotechnical Investigation		0	\$0	\$0	\$0	\$0	\$0	\$212,620	\$0	\$0	\$0	\$212,620	\$10,631	\$223,251
	3.3	Field Survey		0	\$0	\$0	\$0	\$250,225	\$0	\$0	\$0	\$0	\$0	\$250,225	\$12,511	\$262,738
	3.4	Subsurface Utilities		188	\$31,200	\$0	\$31,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,200
	3.5	30% Design Workshop		428	\$78,350	\$1,000	\$79,350	\$112,280	\$900	\$1,480	\$0	\$2,337	\$14,600	\$131,497	\$6,575	\$217,422
	3.6	Value Engineering, Feasibility, ICE/DPCC, Master Schedule, and Risk Register		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,167	\$0	\$30,167	\$1,608	\$31,667
	3.7	Environmental Analysis and Documentation		176	\$41,580	\$0	\$41,580	\$0	\$155,827	\$0	\$0	\$0	\$0	\$155,827	\$7,791	\$205,198
4	4	Phase 2 - 60% Design		2,568	\$406,715	\$0	\$406,715	\$286,180	\$0	\$2,980	\$26,000	\$42,061	\$30,280	\$388,491	\$18,425	\$614,650
	4.1	Design Plans and Cost Estimate		1,640	\$255,420	\$0	\$255,420	\$160,600	\$0	\$0	\$0	\$0	\$0	\$160,600	\$8,030	\$424,050
		60% Structural Design		0	\$0	\$0	\$0	\$95,020	\$0	\$0	\$0	\$0	\$0	\$95,020	\$4,751	\$99,771
		60% Design Landscape and Aesthetics		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,200	\$28,200	\$1,410	\$28,610	
		60% Design Signing and Wayfinding		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,080	\$2,080	\$104	\$2,184	
		60% Electrical Design		0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,000	\$0	\$0	\$26,000	\$1,250	\$28,250
		Construction Sequencing, Phasing, and Scheduling		48	\$8,280	\$0	\$8,280	\$9,600	\$0	\$0	\$0	\$0	\$0	\$9,600	\$480	\$18,360
		Specification		40	\$8,240	\$0	\$8,240	\$11,850	\$0	\$2,980	\$0	\$0	\$0	\$14,810	\$741	\$22,791
	4.2	VE, ICE, Deterministic Schedule Development, Risk Register		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,061	\$0	\$42,061	\$2,103	\$44,164
	4.3	60% Drainage Analysis, Design and Report		777	\$122,585	\$0	\$122,585	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,585
	4.4	60% Submittal and Comment Resolution		64	\$12,180	\$0	\$12,180	\$11,120	\$0	\$0	\$0	\$0	\$0	\$11,120	\$556	\$23,958
5	5	Phase 3 - Final Design		1,778	\$285,250	\$0	\$285,250	\$305,980	\$0	\$1,480	\$40,000	\$29,640	\$35,980	\$411,580	\$20,579	\$717,408
		Design Plans and Cost Estimate		1,045	\$168,820	\$0	\$168,820	\$189,040	\$0	\$0	\$0	\$0	\$0	\$189,040	\$9,462	\$367,312
		Final Structural Design		0	\$0	\$0	\$0	\$77,420	\$0	\$0	\$0	\$0	\$0	\$77,420	\$3,871	\$81,291
		Final Design Landscape and Aesthetics		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,600	\$32,600	\$1,630	\$34,230	
		Final Design Signing and Wayfinding		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,280	\$3,280	\$164	\$3,444	
		Final Electrical Design		0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$40,000	\$2,000	\$42,000
		Deterministic Schedule Development		20	\$3,820	\$0	\$3,820	\$0	\$0	\$0	\$0	\$2,337	\$0	\$2,337	\$117	\$6,374
		Specifications		90	\$16,480	\$0	\$16,480	\$30,780	\$0	\$1,480	\$0	\$4,873	\$0	\$36,633	\$1,847	\$65,260
		VE and ICE		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,629	\$0	\$21,629	\$1,081	\$22,711
		Final Drainage Analysis, Design and Report		497	\$74,070	\$0	\$74,070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74,070
		Final Design Review Meeting and Coordination		48	\$8,920	\$0	\$8,920	\$8,340	\$0	\$0	\$0	\$0	\$0	\$8,340	\$417	\$17,677
		NDOT Erection Permit		88	\$13,040	\$0	\$13,040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,040
6	6	Design Contingency														\$150,478
		5% Design Contingency														\$150,478
		Totals		6,880	\$1,112,550	\$6,500	\$1,119,050	\$1,105,810	\$187,287	\$222,240	\$65,000	\$128,581.15	\$113,560	\$1,800,488	\$90,024	\$3,160,041

EXHIBIT C
AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

STATE OF _____

SS

COUNTY OF _____

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 governmental 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 {Agency Name} 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

EXHIBIT D

**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 a 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-LLLA 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 is 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 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-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. 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, DC 20503.

EXHIBIT E INSURANCE

A. Insurance Coverages. Contractor shall provide and maintain insurance, acceptable to TTD, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by SERVICE PROVIDER, its agents, representatives or employees. SERVICE PROVIDER shall procure and maintain the following scope and limits of insurance:

Only the following “marked” requirements are applicable:

X **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect SERVICE PROVIDER and TTD against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

X **Vehicle Liability Insurance:** Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of TTD.

X **Workers' Compensation Insurance:** Workers' Compensation insurance as required by the State of California and/or Nevada and a minimum of one million dollars (\$1,000,000) of employers' liability coverage. SERVICE PROVIDER shall provide an endorsement that the insurer waives the right of subrogation against TTD and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against TTD by a bona fide employee of SERVICE PROVIDER participating under this Agreement, SERVICE PROVIDER is to defend and indemnify TTD from such claim.

X **Professional Liability Insurance:** Professional liability insurance appropriate to the SERVICE PROVIDER's profession in an amount not less than one million dollars \$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of SERVICE PROVIDER's services or the termination of this Agreement. During this additional three (3) year period, SERVICE PROVIDER shall annually and upon request of TTD submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or

either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to TTD.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

a. TTD, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities SERVICE PROVIDER performs; products and completed operations of SERVICE PROVIDER; premises owned, occupied or used by SERVICE PROVIDER; or automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to TTD, and their respective elected and appointed officers, officials, or employees.

b. SERVICE PROVIDER's insurance coverage shall be primary insurance with respect to TTD, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by TTD, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, SERVICE PROVIDER's insurance.

c. SERVICE PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to TTD, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against TTD, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the District Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against TTD, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by SERVICE PROVIDER.

C. Other Requirements. SERVICE PROVIDER agrees to deposit with TTD, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy TTD that the insurance provisions of this contract have been complied with. TTD may require that SERVICE PROVIDER furnish TTD with copies of original endorsements effecting coverage required by this Exhibit E. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. TTD reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. SERVICE PROVIDER shall furnish certificates and endorsements from each subcontractor identical to those SERVICE PROVIDER provides.

2. Any deductibles or self-insured retentions must be declared to and approved by TTD. At the option of TTD, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TTD or its respective elected or appointed officers, officials, employees and volunteers, or the SERVICE PROVIDER shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit SERVICE PROVIDER's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



MEMORANDUM

Date: February 26, 2025

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – Tara Styer, Capital Program Manager; Joanie Schmitt, CFO

Subject: Acceptance of Fiscal Year 2025 Budget Amendment 2 for the Parking Systems Fund and Receive an Informational Summary Update on the SR 28 East Shore Corridor Management Monitoring Report 2022-2024

Action Requested:

It is requested the Board accept the fiscal year 2025 (FY25) Budget Amendment 2 for the Parking Systems fund and hear an informational summary on the SR 28 East Shore Corridor Management Monitoring Report 2022-2024.

Fiscal Analysis:

The proposed FY25 budget amendment (Attachment A) will increase revenue contributions received from the North Lake Tahoe Resort Association of \$11,050 for reimbursement of winter operations for the Ponderosa parking lot (Tunnel Creek parking node). Insurance incurred for winter operations of \$2,800 is also included, while professional services had anticipated “snow staking” costs in the original budget and, therefore, not included in this amendment.

Amendment 2 also shifts \$5,000 in Personnel costs and \$27,150 from Contract Services from Ponderosa parking lot to Chimney Beach parking lot for staff time; the purchase, shipping and installation of four parking meters; a meter repair kit; and start up signage costs. TTD will also enter into a three-year subscription agreement with Passport Labs, Inc., the meter software provider, which will be recorded as an intangible asset and amortized over the life of the subscription. Staff anticipates incurring these costs in spring 2025 with the lot opening in summer 2025. Chimney Beach will have 130 parking spaces.

Budget Amendment 2 increases the overall PS fund balance for FY25 from \$115,262 to \$123,512.

Background:

In 2013, the SR 28 National Scenic Byway Corridor Management Plan (CMP) was finalized to propose a framework for project funding, planning, construction, maintenance and evaluation, as well as long-term collaboration for this high-demand recreation destination corridor. The CMP focuses on relocating informal shoulder parked vehicles to designated lots, extending the East

Shore Trail, and expanding transit. Development of the SR 28 Corridor Parking Management Plan was completed under the Value Pricing Pilot Program (VPPP) grant in March 2019. Implementation of the Park Tahoe program began collecting meter revenue at the parking lot on July 27, 2020 and the non-compliance program began the following season on June 28, 2021. The projects and operations and management in the corridor are supported by an Interlocal Agreement between the 13 partner agencies. Representatives from the partner agencies have formed the Corridor Management Team (CMT), which meets every other month to discuss ongoing operations and maintenance of the existing trail and the parking system - Park Tahoe, as well as upcoming projects. Additionally, the CMT discusses adaptive management strategies to make recommendations to the TTD Board, including the annual parking system budget.

There are many construction considerations and partner priorities to consider when opening a new paid parking facility, as such the exact timeline is difficult to determine when forecasting annual budgets. Therefore, budget amendments may be more commonplace as more parking facilities become operational. Over time, the monitoring reports may become more streamlined, but this report includes many lessons learned and is meant to serve as a reference document as the Park Tahoe program evolves.

Discussion:

The last SR 28 East Shore Corridor Management Monitoring Report was presented to the TTD Board on October 24, 2022 and included information from 2021. In the future, this report may be consolidated and included in TTD's annual report. The 2022-2024 monitoring report (Attachment B) provides an analysis of parking management data, trail use data, visitor survey data, and East Shore Express ridership information. The report continues to analyze and refine the data collection and system adjustments to establish trends within the corridor, providing comparisons, and recommendations for decision makers to continue the success of the parking management program and adaptively manage recreation along the SR 28 East Shore corridor.

The 2022 report identified six implementation strategies to accomplish following the last report. The status of each is noted below in *italics*.

1. Implement red thermoplastic "Bus Only" pavement signage at the Hidden Beach transit pullout to reduce the congestion and illegal unloading of passenger vehicles.

The initial pavement signage began peeling and replacement striping was completed in 2024 with a new product that is advertised as being more durable and unaffected by heat, cold, and UV degradation.

2. Maintain existing meter and non-compliance rates and start and stop dates through summer 2022.

Rates have remained unchanged since the modified rate structure was approved by the Board in April 2021. The CMT plans to discuss a rate increase in FY26.

3. Evaluate one complete year of non-compliance operating data in order to analyze estimated cost per notice and understand if program costs are recovered, including revenue loss from meters.

The non-compliance and operation programs are inherently intertwined. It appears that the number of notices of non-compliance is decreasing year over year, indicating that fewer visitors are risking a ticket and the visibility of a parking ambassador encourages compliance and positively impacts the operations revenues. The CMT will continue to monitor the non-compliance program as more parking facilities become part of the Park Tahoe Program to determine its efficacy.

4. Establish a minimum reasonable annual net revenue target of \$200,000 to cover basic infrastructure preservation.

The revenue target has been met and a graph of the reserve balance can be found on page 6 of the report. In FY26, the CMT agreed to increase the target to \$250,000 to account for inflation.

5. Identify legislative changes to clarify TTD's authority to enforce paid parking to provide cross-jurisdictional continuity across partnering jurisdictions in the corridor.

Language was proposed in 2024 Nevada State Legislature (BDR 22-374). The outcome of the proposed legislation is pending.

6. Continue to develop the infrastructure for IT technology along the corridor to provide visitors a better experience through technology improvements, such as pay-by-text, real-time parking availability, in-vehicle payment options, and improve operation efficiencies through LPR and other technology customization.

This is an ongoing effort, but significant strides have been made. The pay-by-text feature was implemented in June 2022 and use continues to grow, see chart on page 6 of the report. TTD was also awarded the FY 2022 SMART: Strengthening Mobility and Revolutionizing Transportation stage 1 grant. This project pilots the use of temporary camera sensors to collect vehicle data and the data is transmitted to a cloud-based platform where it is analyzed. The outcomes of this pilot can be applied to parking management and real-time parking availability.

The developments and network approach taken in the SR 28 will serve as a foundation for other corridors in the Basin.

Additional Information:

If you have any questions or comments regarding this item, please contact Tara Styer at (775) 567-3228 or tstyler@tahoetransportation.org or Joanie Schmitt at (775) 339-1252 or jschmitt@tahoetransportation.org.

Attachments:

- A. FY25 Budget Amendment 2
- B. SR 28 East Shore Corridor Management Monitoring Report 2022-2024

Tahoe Transportation District
 Parking Management Systems
 Proposed Budget Amendment 2

	Ponderosa Parking Lot Operations				Chimney Parking Lot Operations		Ponderosa Non Compliance
	Total Proposed	Original FY 25 Budget	Amend 1 Aug-24	Proposed Amend 2 Mar-25	Original FY 25 Budget	Proposed Amend 2 Mar-25	Original FY 25 Budget
Revenues							
Contributions	\$ 11,050	\$ -	\$ -	\$ 11,050	\$ -	\$ -	
Charges for Services							
Parking Revenue	\$ 455,542	\$ 455,542			\$ -	\$ -	\$ -
Non - Compliance Revenue	40,000						40,000
Total Charges for Services	\$ 495,542	\$ 455,542	\$ -		\$ -	\$ -	\$ 40,000
Special Items							
Interest Revenue	\$ 14,000	\$ 14,000			\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 520,592	\$ 469,542	\$ -	\$ 11,050	\$ -	\$ -	\$ 40,000
Expenses							
Personnel	\$ 93,896	\$ 48,596	\$ -	\$ (5,000)	\$ -	\$ 5,000	\$ 45,300
Contracts	\$ 129,900	\$ 112,050	\$ 45,000	\$ (27,150)	\$ -	\$ -	\$ -
Other Operating							
Professional Services	\$ 54,530	\$ 46,935	\$ -	\$ -	\$ -	\$ 2,550	\$ 5,045
Legal Services	6,000	3,000					3,000
Telephone	2,000	1,000					1,000
Insurance	2,800	0		2,800			
Supplies	2,600	1,000				600	1,000
License & Permits	200	100					100
Subscriptions Amotization & Interest	600	300					300
Equipment Under \$5K	19,800					19,800	
Postage (Shipping)	800					800	
Repairs & Maintenance	5,900	2,500				3,400	
Admin Fees	49,554	45,554					4,000
Travel - Auto	500	250					250
Bank Fees / CC Fees	28,000	28,000					
Misc Fees	0						
Total Other Operating	\$ 173,284	\$ 128,639	\$ -	\$ 2,800	\$ -	\$ 27,150	\$ 14,695
Depreciation and Disposals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 397,080	\$ 289,285	\$ 45,000	\$ (29,350)	\$ -	\$ 32,150	\$ 59,995
Increase /(Decrease) to Fund Balance	\$ 123,512	\$ 180,257	\$ (45,000)	\$ 40,400	\$ -	\$ (32,150)	\$ (19,995)

NOTE: Subscription Asset (3 Year Term)

\$ 9,468

Cash Requirement

\$ (41,618)



STATE ROUTE 28 EAST SHORE CORRIDOR MANAGEMENT MONITORING REPORT 2022-2024

Prepared for:

Tahoe Transportation District Board of Directors
SR 28 Corridor Management Team

February 2025

Prepared by:

Tara Styer, Capital Program Mgr.
Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448

Karen Mullen, Consultant
Karen Mullen-Ehly, Inc.





2022 through 2024 Monitoring Report

In 2013, thirteen partner agencies developed the SR 28 National Scenic Byway Corridor Management Plan (CMP) which provided a methodology to reduce congestion, improve safety, protect the Lake, and improve the visitor experience, through trail, transit, and parking projects for the SR 28 corridor. The operations and maintenance roles and responsibilities for these facilities, by the various agencies, are handled by an Interlocal Agreement, with oversight by the Corridor Management Team (CMT).

Prior to the establishment of the parking management program, two studies on parking congestion management and visitor's willingness to pay were completed. This analysis resulted in the rate schedule for the parking meters and non-compliance program. Since 2020, the Tahoe Transportation District (TTD) has successfully administered the parking management program, Park Tahoe, at the Ponderosa lot (consisting of three nodes: Tunnel Creek, Bullwheel, and Bonanza), located at the Tahoe East Shore North Trailhead. TTD also serves as the fiscal agent for revenues generated through the program. In this role, TTD has developed two prior monitoring reports, with the most recent dated September 2022, for the CMT and TTD Board of Directors. The 2022 report was a very comprehensive review of all aspects of the new parking management program and the East Shore Trail for 2020 and 2021. The SR 28 Corridor Management Monitoring Report 2022-2024 (March through November operating seasons) will serve as a reference document as the East Shore Trail is extended, more shoulder parking is relocated to designated lots, and public transit is expanded. This report, as well as subsequent reports, will build off the 2022 report to summarize performance, monitor trends and analyze findings, while providing lessons learned for other projects planned for the SR 28 corridor. A synopsis of findings with comparative analysis is provided when available, to make data driven decisions that prioritize reinvestment and enhance visitor experience. It is expected that data will continue to evolve as information technology improves and trend analysis continues to develop. As additional data is collected, infrastructure is expanded, and the visitor patterns shift, these reports will support an adaptive management approach for the SR 28 corridor.

Since the parking system operates seasonally, it is important to look at both the fiscal year (FY = July 1 through June 30) and the operational season (March through November). Depending on the metric, the analysis is labeled for the reader to understand the timeframe of comparison. Financial information is presented by FY to ensure an equivalent comparison, generally indicating that the FY 2025 information is through December 2024. Further, the East Shore Trail visitor survey was not conducted in 2022 or 2023, therefore the trend analyses from the survey data is from 2020, 2021, and 2024.

Highlights of the 2022-2024 Monitoring Report:

- Pay-by-text functionality implemented in June 2022 with over one-third of total parking transactions now paid by text.
- Record snowfall in 2022-23 resulted in delayed openings of the parking lot and trail to later in the spring.
- The parking management program has been successful in covering operating costs and capital costs even with fires and snow impacting revenue. In 2023, the path resealing and restriping was completed at approximately \$225,000, which was paid for entirely by the parking management program. The balance for future capital repairs (e.g., paving) is over \$800,000.
- In 2024, counts of vehicles parked on the shoulder of SR 28 were conducted. The outcomes of these counts indicate that the no parking zone, which extends three-quarters of a mile on both sides of the Sand Harbor State Park (Sand Harbor) entrance, is effective. Only two to four vehicles were illegally parked in that zone. Nevada Division of State Parks (NDSP) rangers suggest physically blocking or hardening the two areas in the zone to prevent vehicles from parking there.
- The interlocal agreement was amended in 2023 to include charging a fee for special events that impact parking revenue. Formalizing the process is helping agencies coordinate and know what events are authorized to be held within the corridor.
- Social media appears to be increasing the backcountry use from the parking lot, particularly with the close proximity to Monkey Rock.
- CMT agreed to a pilot snow removal service at the Tunnel Creek lot (southernmost parking node at the Ponderosa lot) in 2024-25.



Capital Improvements

After a couple of harsh winters and five years of use, some of the infrastructure amenities on the trail and at the Ponderosa parking lot needed attention. In 2024, the parking signs, bicycle repair station, and the three monument signs (one for each parking node) were repaired or replaced. The parking meters were replaced with four new meters in May 2024 and visitors commented favorably on the ease of use of the new meters. Additionally, the “Bus Only” lanes near Hidden Beach were re-painted using Enduramark, a product that is advertised as being more durable and unaffected by heat, cold, and UV degradation. It is expected to last over three years in heavily snow plowed environments. These infrastructure preservation projects are a part of the depreciation schedule and are considered by the CMT for budget recommendations annually to the TTD Board.



Parking

Rates

Paid parking at the Tahoe East Shore Trail’s lots is required from March 1 through November 30. The TTD Board approved rate adjustments in 2020 for the 2021 season to provide better user experience and clarity of the demand-based rates. Appendix A shows the approved rate structure which has not been changed since 2021. Those coming early or late pay as low as \$1 or nothing from 5:30 am to 7:00 am and 7:00 pm to 11:00 pm. The following chart shows the distribution of transactions based on rates and the percentage of those paying less than peak rates for the operating season. The early and late rates have had a positive impact on local residents, who generally want to use the trail outside of peak hours when it is less crowded.

Distribution of Transactions by Rates	2021	2022-2024
Free Parking	3%	N/A
Paid \$1	13%	10%
Non-Peak: 9:00 - 11:00 a.m.	27%	32%
Peak: 11:00 a.m. - 3:00 p.m.	47%	52%
Non-Peak: 3:00 p.m. - 5:00 p.m.	10%	6%

The 2022 report mentioned that transaction data may shift with the new meter technology installation. When the new meters were installed, staff reviewed the tariff, or parking rate programming, within Flowbird (the parking vendor who provides meters, pay-by-text function, and operations software). Demand pricing throughout the day, along with different seasonal and holiday rate structures, caused rate discrepancies within Flowbird. Additionally, there were



variable time intervals programmed into the pay-by-text feature, which was not intended. These customization factors created more complexity and opportunity for error. For example, parkers were able to select a 30-minute parking time interval with the pay-by-text function that was not offered on the signage or at the meter. To maximize consistency across promotional materials and platforms, the CMT agreed to streamline tariff/rate programming between meters and pay-by-text with a minimal time interval of 60 minutes.

Transaction data is listed below for the operating seasons of 2020, 2021, and 2024. The cost per person calculation uses the average number of people per vehicle (i.e., 3.2), which was collected through East Shore Trail visitor surveys.

	Annual Average Transaction	Cost per Person (based on average # of people/car)
2020	\$11.07	\$3.69
2021	\$10.36	\$3.12
2024	\$12.37	\$3.89

The average cost per transaction increased in 2024 and there are a couple possible explanations. As noted above, the Flowbird programming was streamlined, requiring a minimum payment of one hour of parking. Additionally, the East Shore Express (ESE) did not have an intercept parking lot and visitors were directed to the Ponderosa lot. Sand Harbor is usually the destination for ESE passengers, who have a higher carpool rate (3.5 people per car versus the 3.2 people per car for the East Shore Trail in 2024), typically going midday at peak pricing, and generally staying longer. These factors are likely to contribute to the increase in average transaction.

Turnover Rate

Parking turnover represents the number of times a parking space is used in a day. For example, if one car is parked in a space for the entire day, the turnover rate is one. To reduce congestion on SR 28 and optimize the limited available off-highway parking facilities, the initial target was two to three turnovers per space.

The table below provides the basis for future trend analysis using the peak month (May, July, and September) of each season (spring, summer, fall) annually to establish the trend in turnover of parking spaces. Turnover rates will be used to help allocate costs across new parking facilities throughout the corridor.



Park Tahoe Average Turnover Rate					
	2020*	2021	2022	2023	2024
Spring-May					
Weekday Average	n/a	1.46	1.29	1.25	1.51
Weekend Average	n/a	1.81	2.90	2.88	2.90
Memorial Day	n/a	2.99	3.29	3.29	3.67
Monthly Average	n/a	1.67	1.67	1.74	1.94
Summer-July					
Weekday Average	2.81	2.65	2.89	2.97	2.90
Weekend Average	n/a	2.94	3.55	3.81	3.42
Fourth of July	n/a	3.40	3.54	2.97	3.62
Monthly Average	n/a	2.76	3.13	3.15	3.12
Fall-September					
Weekday Average	1.73	1.20	1.17	1.76	1.68
Weekend Average	3.34	2.11	2.47	3.18	3.11
Labor Day	2.88	0**	2.98	3.51	3.36
Monthly Average	2.05	1.55	1.58	2.24	2.17

*Meters were not operational until the last week of July 2020.

**September 2021 was impacted by smoke and a two-week closure due to the Caldor fire.

Prior to the off-highway parking facilities being built, the on-highway shoulder turnover rate was 1.3. In 2013, there were 252 vehicles with an average of 2.8 people per vehicle parked on the shoulder near the entrance to Sand Harbor. They generally stayed between three and five hours.

Revenue and Expenses

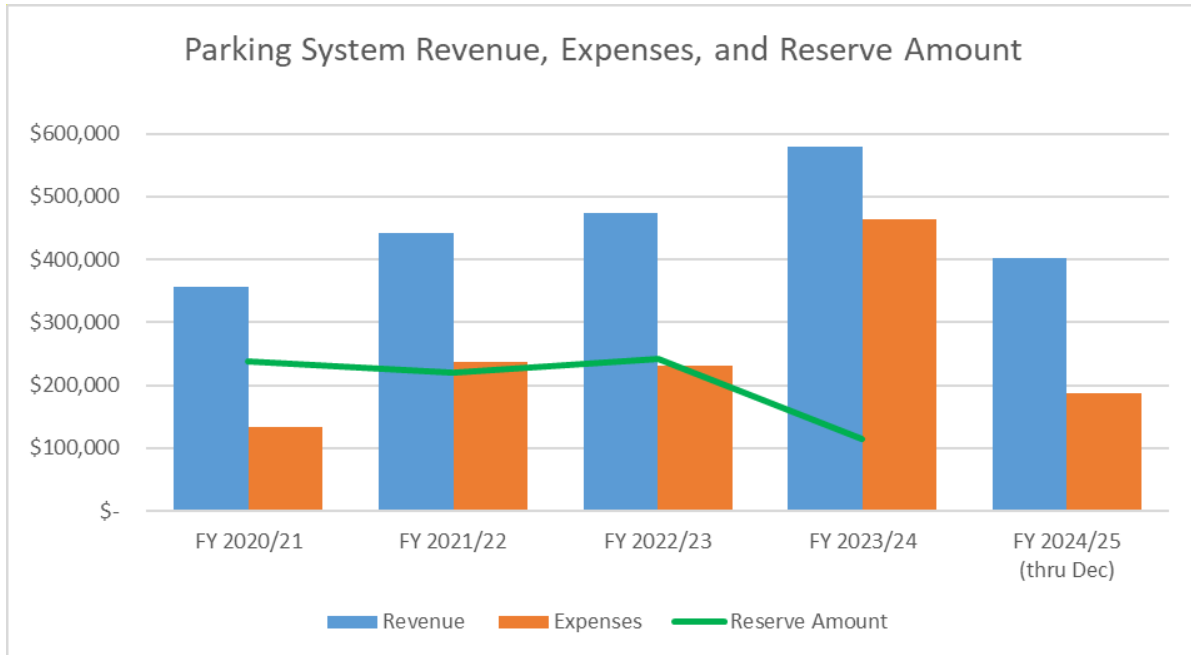
The Parking Management Program is broken into two components, Parking Meter (Ops) Program (began end of July 2020) and the Non-Compliance (NC) Program (began end of June 2021). This monitoring report intends to use data to inform adaptive management approaches to address challenges and ensure the program continues to generate revenue for the corridor. For example, when and how much to increase parking rates is something the CMT will need to discuss. Initial conversations have indicated that it would be appropriate to align rate increases with the expansion of parking at the Ponderosa lot (i.e., the North Parking Project).

Parking Meter (Ops) Program

Initially, TTD and the CMT targeted \$200,000 for a 'rainy day' reserve. During the FY26 budget preparation, the CMT discussed increasing the reserve target to \$250,000 to accommodate for inflation. The CMT understands that the current revenue will not cover larger long-term capital infrastructure costs such as repaving the path, but should cover five-year, seven-year, and even 15-year costs, such as resealing parking lots and the path, striping, signage replacement, etc. Currently, the balance is over \$800,000, which is assigned to cover annual operating expenses and future capital expenses. For future budgets, the CMT has recommended that the reserve be increased to \$250,000 annually for capital infrastructure.



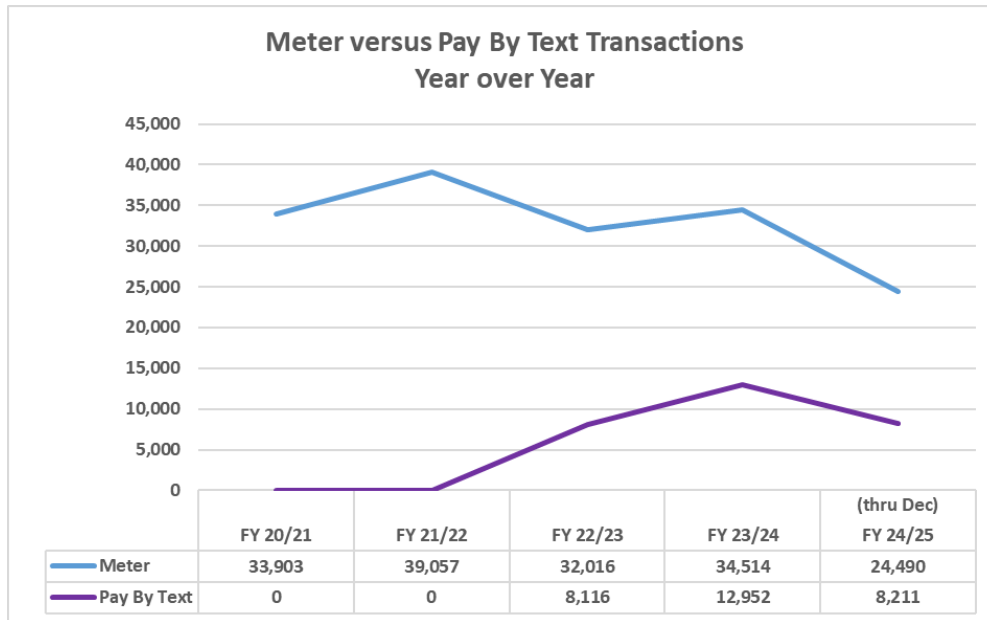
The chart below provides total Park Tahoe Program revenue and expenses, along with the reserve balances.



* Balance to date has included an annual \$200,000 placed in reserve for capital expenses, which began FY22. The first path slurry re-seal and striping occurred in FY24 at \$225,000. Beginning in FY26, the annual target balance of the reserve will increase to \$250,000.

Visitors have the choice to pay at the meter or pay-by-text. The table below illustrates the number of transactions paid by meter versus paid by text and it appears that pay-by-text is growing in popularity. This information may help inform decisions for future parking lots, including the number of meters that will be needed. Both payment options allow for a text receipt which includes the start and end parking times for reference. The pay-by-text feature notifies the parker when their parking time is about to expire and provides a link to extend the time.





20/21 Ops began in late July, Pay-by-Text began in June 2022.

Non-Compliance (NC) Program

Under an ordinance passed on January 22, 2021, TTD was authorized to issue notices of non-compliance at the Ponderosa parking lot. Administration of the program is supported by a vendor, Passport Labs Inc. (Passport). The goal was to have the NC fees pay for the NC program costs (i.e., parking ambassadors and Passport services). While the program has not been entirely self-sustaining, it assists in reducing parking meter revenue loss and the presence of parking ambassadors alone aids compliance by visually reminding visitors that the lot is monitored. Parking enforcement also enhances safety by keeping the travel lanes, driveways, and emergency access clear. Without the intercept parking lots for ESE in 2024, a second parking ambassador worked on weekends and holidays to keep traffic flowing and prevent queueing onto SR 28.

Passport’s cloud-based system includes a back-office portal, which allows daily operations management of reports, citation/notice of non-compliance management, payment tracking and auditing data. Parking ambassadors use a phone-based application (OpsMan), along with handheld printers to issue notices of non-compliance. Passport enables TTD to look up violator license plate information through agreements with various State Departments of Motor Vehicles (DMV). Registered owner information is used to populate the late payment notices which are sent to the violator by Passport. Registered owners with previous violations appear in the OpsMan app used by the parking ambassadors.

Since the Tahoe region is such a popular destination for vacationers, many of the vehicles in the parking lot are rental cars. To recover revenue from the notices issued to rental cars, Passport sends the notice to the registered rental car company. The rental agencies pay the fee and charge it back to the renter.



Between 2022 and 2024 (through December 2024), the overall non-compliance rate was 16%. Ninety percent of the notices were paid within 30 days (2022-2024). In 2024, 98.7% were paid within 90 days. To target a self-sustaining NC program, the CMT may consider increasing the escalation rates to encourage early payment.

Non-Compliance Program	FY 21/22	FY 22/23	FY23/24	FY 24/25 (thru Dec)
Number of NC Notices (total)	1,592	1,853	1,563	753
Revenue	\$32,689	\$42,186	\$37,635	\$17,516
Expenses	<u>\$49,992</u>	<u>\$57,705</u>	<u>\$49,046</u>	<u>\$26,904</u>
Balance	-\$17,303	-\$15,519	-\$11,411	-\$9,388

TTD explored activating third-party collections through Passport for notices of non-compliance not paid in 90 days. The cost of third-party collections is 22.5% above escalation fees per citation (\$4.00 convenience fee and 28.5% service charge). In 2023, the State of Nevada moved all traffic violations, including parking fines, from being a criminal violation to a civil violation. TTD has approval to charge a total of \$150 in fines per violation and the third-party collection fee would push the fine near the limit. For example, the non-compliance escalation rate is \$100 from day 61 through 90, plus the \$4.00 convenience fee and 28.5% service fee. The total citation would be \$132.50, plus \$28.81 (22.5%) for the third-party convenience fee, for a total of \$162.31, exceeding the \$150 total fine limit per violation.

In 2024, TTD proposed legislative changes to clarify TTD’s authority to enforce paid parking across jurisdictional boundaries through a Bill Draft Request (BDR). Through the legislative process, the language was included with other topics such as revisions to Article IX, unrelated to TTD’s authority to enforce paid parking. TRPA requested that Nevada omit the inclusion of Article IX, to allow the parking component to be considered for inclusion into the Nevada Revised Statutes. The outcome of the BDR is pending.

East Shore Trail Surveys

Surveys were conducted at the trailhead in 2020, 2021, and 2024. The East Shore Trail remains the primary destination for visitors using the parking lots, however the number of people going into the backcountry is increasing, which includes the very popular Monkey Rock Trail. Staff report that many visitors show them social media posts of the Monkey Rock Trail and ask for directions.

Some of the survey results are shown below:

What was your primary destination today?

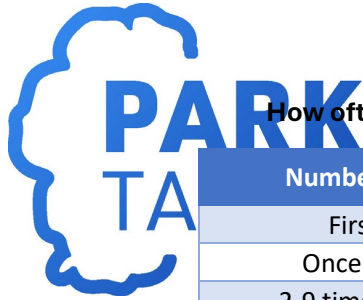
Primary Destination	2020	2021	2024*
Walking/Biking Trail	66%	53%	49%
Beach/Cove/Shoreline	27%	27%	26%
Backcountry	3%	15%	31%
Restaurant/Bike Shop	4%	5%	3%

How long did you stay at your destination?

Duration of Stay	2020	2021	2024
1 hour or less	20%	23%	25%
1-2 hours	32%	30%	34%
2-3 hours	27%	25%	25%
3 or more hours	21%	22%	16%

*Survey respondents may have selected more than one response.





How often do you come to the Tahoe East Shore Trail?

Number of Visits	2020	2021	2024
First time	24%	33%	35%
Once per year	20%	19%	27%
2-9 times per year	33%	29%	23%
10-19 times per year	11%	6%	7%
20 or more times per year	12%	13%	8%



How was the condition of the East Shore Trail today?

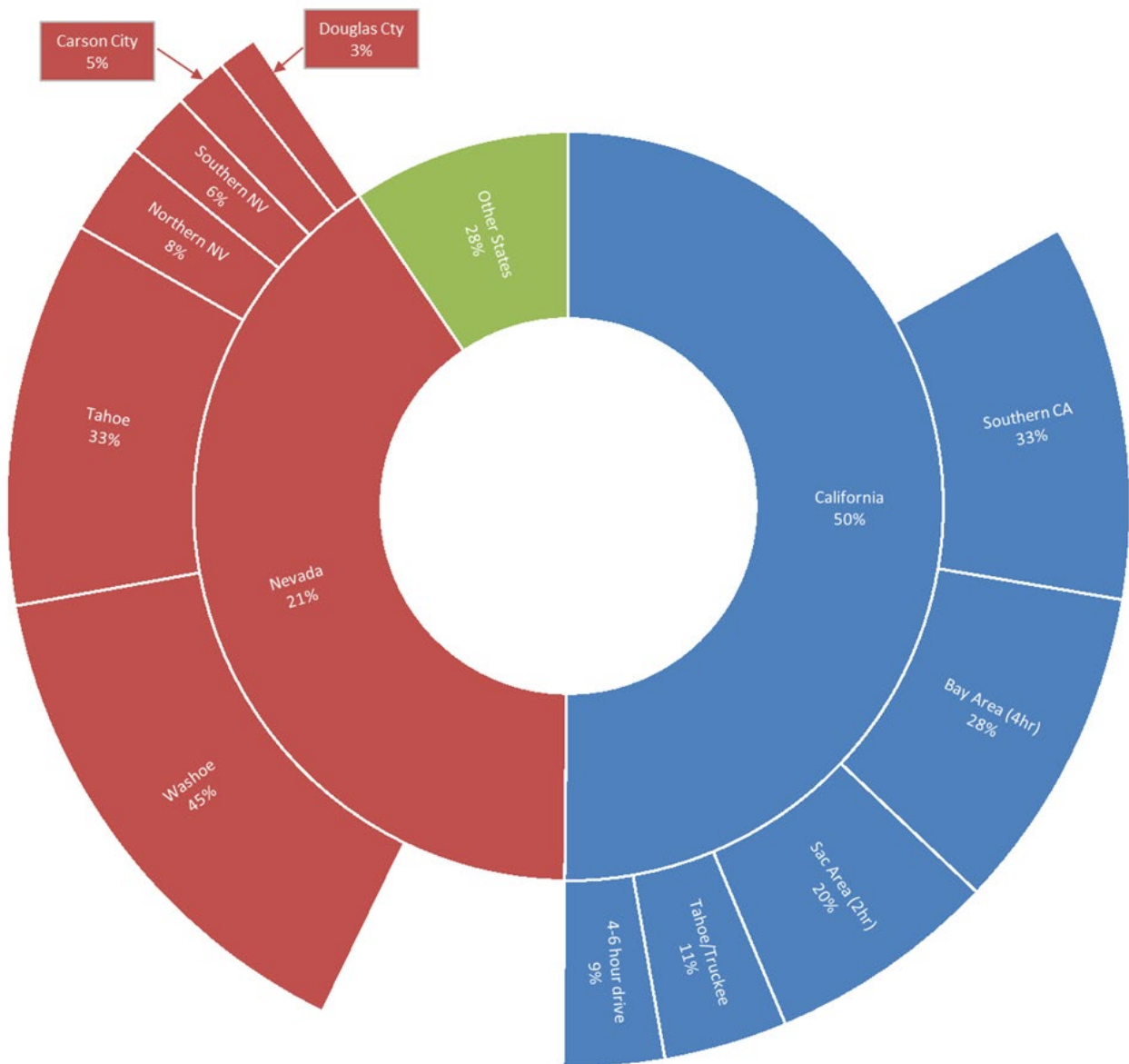
Trail Condition (East Shore Trail)	2020	2021	2024
Excellent	91%	69%	64%
Very good	7%	21%	31%
Neutral	1%	1%	2%
Poor	0%	0%	0%
Very poor	1%	1%	0%
Did not go	0%	8%	3%



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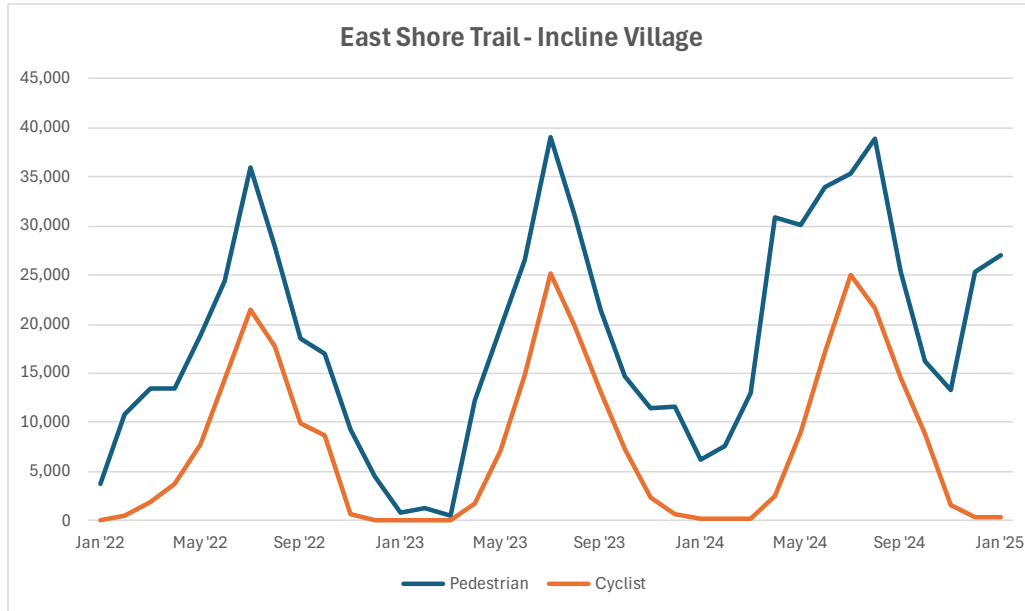
Visitors

In 2021, 46% of visitors were from California, 27% were from Nevada, and 27% were from other states. Results from the 2024 survey are displayed below with 50% from California, 21% from Nevada and 28% from other states. Forty-five percent of the visitors from Nevada are from the Washoe County. Understanding where visitors are coming from is important for a couple reasons. First, messaging can be targeted to specific geographic areas. Secondly, as other projects (e.g., park-n-ride facilities or mobility hubs) are planned to manage congestion in the corridor, it's critical to know if visitors are entering from the north or south to determine where to strategically place mobility hubs to intercept visitors to reduce congestion, vehicle miles traveled, and greenhouse gases within the corridor.



East Shore Trail Counters

There are two automatic counters that aggregate the number of trail users. One counter is located just south of the pedestrian crossing on SR 28 near Lakeshore Drive and the other is near Hidden Beach. This report focuses on the results from the counter closer to the trailhead. Users are separated by type, bicyclist and pedestrian, and the results are illustrated in the graph below.



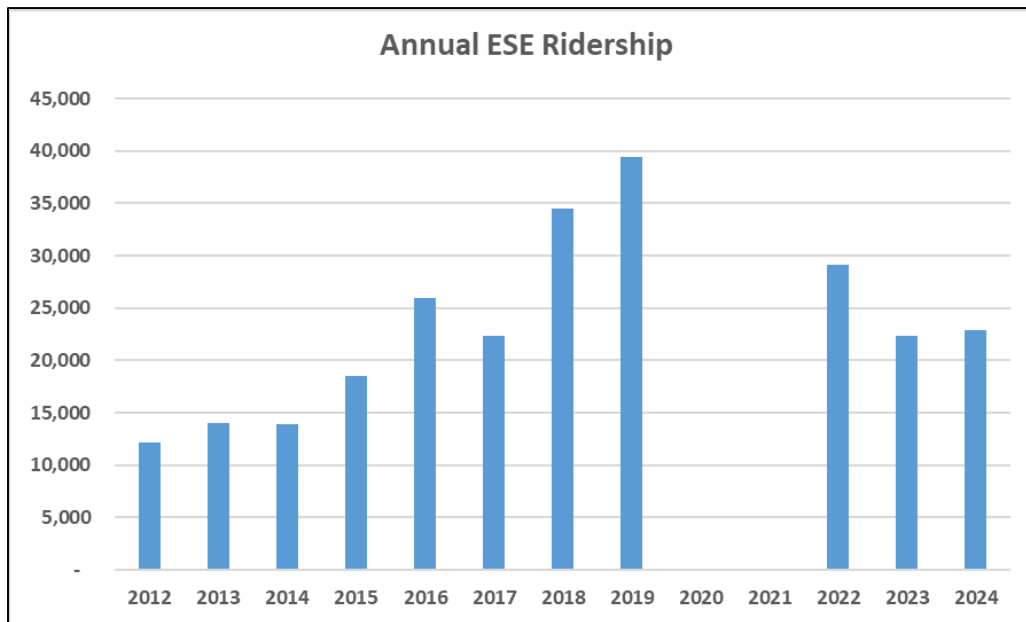
East Shore Express

TTD began operating ESE in 2012, and with the exception of 2020 and 2021, the service has been offered every year. The operating season typically starts in mid-June and runs through Labor Day from 10:00 am to 7:00 pm, utilizing two or three buses. On peak summer days prior to the start of the ESE service, there was a daily average of 252 on-highway shoulder parked cars at Sand Harbor’s entry area, with an average of 3.8 persons per car. These visitors were relocated to safe, off-highway intercept parking lots once no parking signs were installed and transit began operations.

The annual ESE ridership is depicted below. The highest ridership (39,433) was recorded in 2019, which was following the opening of the trail and many people walked the trail and utilized transit to return to their vehicle at the trailhead. The ESE has successfully demonstrated that visitors will take transit to their recreation destination. In fact, 22,844 people took transit to Sand Harbor over 71 days in 2024, and the average visitor group was 3.5 (excluding outlier parties of 10 or more). After the establishment of the no parking zone near the entrance to Sand Harbor in 2012, 252 shoulder parked vehicles per day were relocated, many of which went to the new ESE intercept parking lots in Incline Village. In 2024, ESE transported an average of 322 people per day, which equates to 92 vehicles per day of the original 252 vehicles per day that were parked near the



entrance of Sand Harbor. Sixty-three percent of ESE survey respondents were traveling from the west (i.e., California origin) on SR 28, consistent with the travel patterns of East Shore Trail users.



People per Car (2024 EST)	Average Peak Turnover (2024 EST)	2024 Transit Ridership
3.2	3.12	22,844*

The ESE is reducing the miles traveled by personal vehicle and reducing congestion at the entrance to Sand Harbor. In addition, it has reduced trolling for parking and waiting for parking to become available, which was creating congestion and blocking emergency vehicle access along the corridor. NDSP is currently working on an updated master plan to reconfigure the entrance of the park and further reduce congestion.

In 2024, Sand Harbor began to require reservations for vehicles, but allowing pedestrians and bicyclists on the trail to enter the park without a reservation. The reservation system was initiated in mid-August after many local schools were back in session. TTD anticipates a behavior change as visitors learn about the new reservation system and realize that access remains available through transit and the East Shore Trail. The ESE is an integral component of the network approach for SR 28 corridor and a Basin-wide approach to shifting travel modes and patterns to distribute demand and build sustainable operating and maintenance strategies across the multi-jurisdictional Basin.

Parking Relocation

In the CMP, beach capacity (sq. ft. of beach per person) was used to determine the number of parking spaces needed along the corridor. Rather than building for demand, the CMP aimed at building infrastructure to an appropriate capacity level. Shoulder parked vehicle counts were



performed in 2011, 2016, and 2024 to quantify the problem on peak weekend days and evaluate the effectiveness of strategies to date. The corridor was separated into 11 zones comparable to the zones in 2011 and 2016 and the counters performed a visual count of the shoulder parked vehicles within each zone. In 2011, the total number of shoulder parked cars on a peak weekend was 669, in 2016 it grew to 699, and in 2024 it reached 970. A corridor-wide increase of 45% over a 13-year period without factoring in the 252 vehicles previously parked on the shoulder near the Sand Harbor entrance that were relocated or directed to ESE after the area was designated no parking.

Shoulder parking has grown quickly in the zone south of Sand Harbor's no parking zone within the central corridor area between Thunderbird Cove and Secret Harbor. A new Chimney Beach parking lot will open in 2025 with 130 parking spaces and the Secret Harbor lot is being designed with up to 120 spaces. The combined total of these parking locations (~250) will not, nor is it intended to, accommodate the peak demand of 685 vehicles (2024 counts from this area). Spooner Mobility Hub is also being designed with up to 250 parking spaces. These new lots considered the beach and cove capacity as the primary factor for determining the size of the lots. It will also enhance visitor experience in this area as visitors may park at a designated lot and explore the backcountry or enjoy the scenery from the East Shore Trail, never going to the shoreline. Once operational, transit will expand visitors' access to recreation locations without their personal vehicles. Transit operations can manage the total recreation capacity through headway or frequency timing, schedules, and bus capacity to reduce environmental impacts.

All aspects of the CMP are being designed to manage capacity, improve safety, reduce congestion, improve the visitor experience, while protecting the environment. Project partners recognize that after all parking lots are built and operational, including the future Skunk Harbor parking lot, the existing recreational parking demand will not be met. For example, in the central and southern corridor, over 30% of the parking demand will not be met.

In the northern corridor, the CMP indicates that 549 spaces need to be relocated from shoulder parking between the north corridor park-n-ride and replacement spaces within the Hidden Beach/Flume Trail Area (129) and the Sand Harbor area (252). In total, when the parking lots in the northern corridor are operational, both Tunnel Creek (90) and North Parking (up to 45), along with the North Corridor Park-n-Ride lot (168), a maximum of 303 spaces would be available. If those parking spaces are created, 45% of the demand will not be met in the northern corridor. If the north corridor park-n-ride is not constructed, 75% of demand will not be met. This calculation also assumes that the number of available parking spaces at Sand Harbor remains consistent. If the number of parking spaces at Sand Harbor is reduced, it will further increase the overall demand not met. This underscores the need for regionally connected transit and park-n-ride lots (both in and out of the Basin), reducing the need for parking within the corridor.

A key safety component of the CMP is the expansion of no parking zones as designated parking facilities are established. Continued monitoring has proven that the no parking zones are effective. There are only a couple areas within the existing no parking zone where vehicles continue to park despite signage and enforcement. Before the Chimney Beach parking lot is approved to open, the

no parking zone must be extended. The Nevada Department of Transportation (NDOT) has agreed to install no parking signage from the end of the current no parking zone (Incline Village General Improvement District pump house) south to the Washoe County line. Project partners are exploring ways to construct physical barriers in certain areas to further block shoulder parked cars.

Conclusions and Recommendations

The primary objective of this report is to document data and outline trends to inform decisions throughout the corridor. The CMT meets every other month and receives reports from operating partners allowing the team to adaptively manage the SR 28 corridor and plan for future parking lots, transit, and trail expansion.

Adaptive Management Recommendations

- CMT partners will amend the SR 28 Operations and Maintenance Interlocal Agreement to include the new parking facilities and trail expansion.
- CMT partners will review the parking rate structure, as well as the non-compliance escalation rates in 2026 to align with the expected expansion of the parking facility at the Ponderosa lot (North Parking project). If the CMT endorses a rate increase, it will be brought to the TTD Board of Directors for approval.
- Responding to the community request, and with support from the Travel North Tahoe-Nevada, the CMT agreed to a two-year pilot for snow removal at Tunnel Creek. To support the winter visitation, Travel North Tahoe-Nevada is funding the snow removal services and supplying a portable toilet. Members of the CMT agreed to debrief in the spring to discuss the feasibility of continuing winter operations.
- TTD plans to continue exploring real-time technologies that inform visitors where they can park or redirect them to alternative options based on current conditions. TTD was awarded the FY 22 SMART: Strengthening Mobilization and Revolutionizing Transit stage 1 grant for planning, designing, prototyping, and evaluating a single cloud-based open source or interface for transportation and travel-related information. The system collects vehicle data and incorporates it into a database for stakeholders use. Currently, TTD has closed circuit television (CCTV) video feeds from Caltrans and NDOT cameras located around the Basin. The software includes various analytics including vehicle counts and flagging of safety events and near misses.
- DIXON Resources Unlimited prepared a draft Strategic Recommendations Memo (final expected in FY26) for parking technology and management in the SR 28 corridor. The memo includes the key findings listed below:
 - Results of a study on cellular signal strength testing throughout the corridor.
 - Emphasis on a predictable and consistent experience for parking users (e.g., using the same models of parking meters throughout the corridor).
 - Review of different technologies to consider in parallel with the SMART grant project, specifically solar-powered, optic-based solutions.

- Develop a prime or cooperative agreement, along with business rules, for agencies in the Basin to participate in the Park Tahoe program.
- As additional parking lots become operational, a vehicle-mounted license plate recognition technology will make enforcement more efficient by allowing parking ambassadors to travel between lots.

Policy Recommendations

Nevada Revised Statute (NRS)

There is a need to support legislative changes to clarify TTD's authority to enforce parking across jurisdictional boundaries. TTD, under the Bi-State Compact Article IX, is allowed to operate parking lots and to collect revenues. While it could be implied, it is silent regarding non-compliance of parking meter payments and shoulder parking enforcement, which should be clarified in the NRS. As previously mentioned, a Bill Draft Request (BDR) was approved by the TTD Board and submitted to the legislature in 2024. The result of this BDR is pending. Should the BDR move forward, there may be an opportunity to hold vehicle registration renewal (by the DMV) until outstanding notices of non-compliance are paid, which is the currently practiced by cities in Nevada.

Transit Operations

Transit services are critical to the reduction of corridor congestion, but the lack of dedicated funding sources makes it difficult to maintain and expand the service along the corridor. TTD will continue to partner with NDSP regarding park entrance fees and support for the ESE. CMT supports efforts to shift the recreation demand to transit and develop sustainable funding solutions.

Appendix A

Hourly Rates

7AM TO 7PM MARCH - NOV.

COME EARLY • COME LATE • PAY A LOWER RATE

FREE from 5:30am to 7am and 7pm to 11pm



PER HOUR	SPRING March 1 - May 23 FALL Sept 10 - Nov 30		SUMMER May 24 - Sept 9		HOLIDAYS Memorial, Independence and Labor Day Weekends
	M-Th	F-Sun	M-Th	F-Sun	
5:30am-7am	FREE		FREE		FREE
7am-9am	\$1	\$1	\$1	\$1	\$4
9am-11am	\$3	\$4	\$4	\$6	\$6
11am-3pm	\$4	\$5	\$6	\$7	\$7
3pm-5pm	\$3	\$4	\$4	\$6	\$6
5pm-7pm	FREE		\$1	\$1	\$4
7pm-11pm	FREE		FREE		FREE

Your parking fees help maintain the Tahoe East Shore Trail.

1

License Plate # Required
Receipt In Windshield
Not Necessary

2

Credit Card Only
Pay At Any
Parking Kiosk

3

Touch Start Button
& Follow Instructions
On Screen



NO OVERNIGHT PARKING 11PM TO 5:30AM



JS/ja



MEMORANDUM

Date: February 26, 2025
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff – DeDe Aspero, Human Resources and Risk Manager
Subject: Discussion and Direction on Recruitment for the District Manager Position

Action Requested:

It is requested the Board discuss the recruitment process for the District Manager position to provide direction to staff.

Fiscal Analysis:

Costs will depend on the scope and extent of the recruitment and selection method determined by the Board. The approved FY25 budget did not include an item for this recruitment and if direction were given to move forward, the funding source will be the General Fund.

Work Program Analysis:

The time programmed for this item will be absorbed under typical recruitment annual practices and other staff adjustments for any temporary or acting responsibilities.

Background:

At the November Board meeting, the Board agreed to appoint Jim Marino as Acting District Manager.

Discussion:

The Board has had several discussions regarding potential recruitment and selection method ideas. Staff returned to the FPC for discussion and a recommendation for the Board. Although there are still many unanswered questions, TTD will continue to be in the transit business, as well as the capital project business. The job of the District Manager largely will remain the same and the need for a Deputy remains. Recruitment for both classifications will take time and with this continued delay will mean additional workload for staff.

Regarding recruitment, staff recommends a classification title change from 'District Manager' to 'Executive Director' and 'Deputy District Manager' to 'Deputy Director.' The responsibilities, compensation, and FLSA status will remain the same. With this change, staff will expect advanced professionals with greater experience to respond to the recruitment.

Additional Information:

If you have any questions or comments regarding this item, please contact DeDe Aspero at (775) 589-5326 or daspero@tahoetransportation.org.



MEMORANDUM

Date: February 26, 2025
To: Tahoe Transportation District (TTD) Board of Directors
From: Jim Marino, Acting District Manager
Subject: Standing Report on Legislation Pertaining to Transit and Transportation Programming Within the Lake Tahoe Basin

Action Requested:

It is requested that the Board receive this informational report on the status of legislation proposed for the states of California and Nevada pertaining to transportation programming within the Lake Tahoe Basin (Attachment A).

Fiscal Analysis:

All expenditures associated with the development of this item for the fiscal year are in the approved FY25 budget.

Work Program Impact:

All work associated with these efforts is captured under respective elements of the approved FY25 Work Program, with corresponding allotted staff time under respective projects. Legislative tracking and sponsorship align with Strategic Goal SG-1 "Improve TTD standing, networks and partnerships to lead regional, multi-modal transportation"; and SG-3 "Fund and operate regional multi-modal transportation systems".

Background:

At the January 2025 Board meeting, the Board requested staff provide a monthly standing report on proposed and active legislative actions supporting or impacting transportation programming with the Lake Tahoe Basin.

This informational report will be provided monthly with the most current information available from the respective legislative bodies.

Additional Information:

If you have any questions or comments regarding this item, please contact Jim Marino, Acting District Manager at jmarino@tahoetransportation.org

Attachment:

A. Legislative Status Report



TAHOE TRANSPORTATION DISTRICT

LEGISLATIVE UPDATE – March 5, 2025

This report serves to provide standing updates to the Board on the status of legislative actions by the States of California and Nevada regarding transportation operations and capital affecting the Lake Tahoe Basin and the bi-state region. This document is for informational purposes only.

Nevada

Bill Draft Request: 22-372

<i>Description</i>	Authorizes the creation of business improvement districts under certain circumstances.
<i>Requester</i>	Legislative Committee for the Review and Oversight of the Tahoe Regional Planning Agency and the Marlette Lake Water System (NRS 218E.555)
<i>Author Language</i>	
<i>Impact / Benefit</i>	Creation of Business Improvement Districts which may support transit and transportation projects and operations.
<i>Status</i>	Bill Draft Request – No change as of 2-27-25

Bill Draft Request: 22-374

<i>Description</i>	Revises provisions relating to the Tahoe Transportation District.
<i>Requester</i>	Legislative Committee for the Review and Oversight of the Tahoe Regional Planning Agency and the Marlette Lake Water System (NRS 218E.555)
<i>Author Language</i>	Senator Skip Daly
<i>Impact / Benefit</i>	Opens Bi-State Compact Article IX. Provides funding for transportation operations.
<i>Status</i>	Bill Draft Request – No change as of 2-27-25

Bill Draft Request: 35-382

<i>Description</i>	Creates the Transit-to-Trails Task Force.
<i>Requester</i>	Joint Interim Standing Committee on Natural Resources (NRS 218E.320)
<i>Author Language</i>	
<i>Impact / Benefit</i>	Creates task force to facilitate funding for transit operations supporting recreation access
<i>Status</i>	Bill Draft Request – No change as of 2-27-25

SB83: S-376

<i>Description</i>	Authorizes the issuance of bonds for environmental improvement projects in the Lake Tahoe Basin.
<i>Requester</i>	
<i>Author Language</i>	Senate Committee on Natural Resources AN ACT relating to the Lake Tahoe Basin; requiring the issuance of general obligation bonds to carry out certain environmental improvement projects included in the second phase of the Environmental Improvement Program for the Lake Tahoe Basin; and providing other matters properly relating thereto
<i>Impact / Benefit</i>	Provides approximately \$19M for EIP related projects within the Basin.
<i>Status</i>	First Reading – Senate Committee on Natural Resources – February 18, 2025



MEMORANDUM

Date: February 26, 2025
To: Tahoe Transportation District (TTD) Board of Directors
From: George Fink, Transportation Services Director
Subject: Standing Report on TTD and Lake Link Ridership Numbers

Action Requested:

It is requested the Board receive this informational report on ridership within the District's transit program.

Fiscal Analysis:

All expenditures associated with the development of this item for the fiscal year are in the approved FY25 budget.

Work Program Impact:

All work associated with these efforts is captured under respective elements of the approved FY25 Work Program, with corresponding allotted staff time under respective projects. Transit system fiscal analysis aligns with Strategic Goal SG-3 "Fund and operate regional multi-modal transportation systems."

Background:

To provide information and transparency regarding ridership for transit services provided by the District, staff will provide monthly updates to the Regional Transit & Capital Programs Committee (RTCPC) monthly, with a more detailed analysis of ridership by quarter. Attachment A provides year over year monthly ridership data for TTD's fixed routes, Lake Link, and paratransit services.

Discussion:

Staff were requested to combine TTD's fixed route data with Lake Link ridership to depict the total ridership by month of both systems. TTD does not own or operate Lake Link. Lake Link's ridership numbers are received from Lake Link and not included in any of TTD's required reporting. For the inclusion of ridership statistics in federal reporting, which is the necessary catalyst for generating additional federal funding, the reporting transit agency must directly contract or operate the service.

Currently, both systems are growing in ridership. TTD increased frequency on Route 50 to 30 minutes in September of 2024 and paratransit ridership appears to be on an upward trajectory. In early February 2025, Lake Link implemented a geo-fencing system that directs prospective

GF/ja

AGENDA ITEM: VI.D.

riders to utilize Route 50, if the requested trip both begins and ends within a few blocks of the fixed route. This policy is a positive first step in integrating the two complementary services and staff looks forward to the same policy being rolled out for Route 55.

Additional Information:

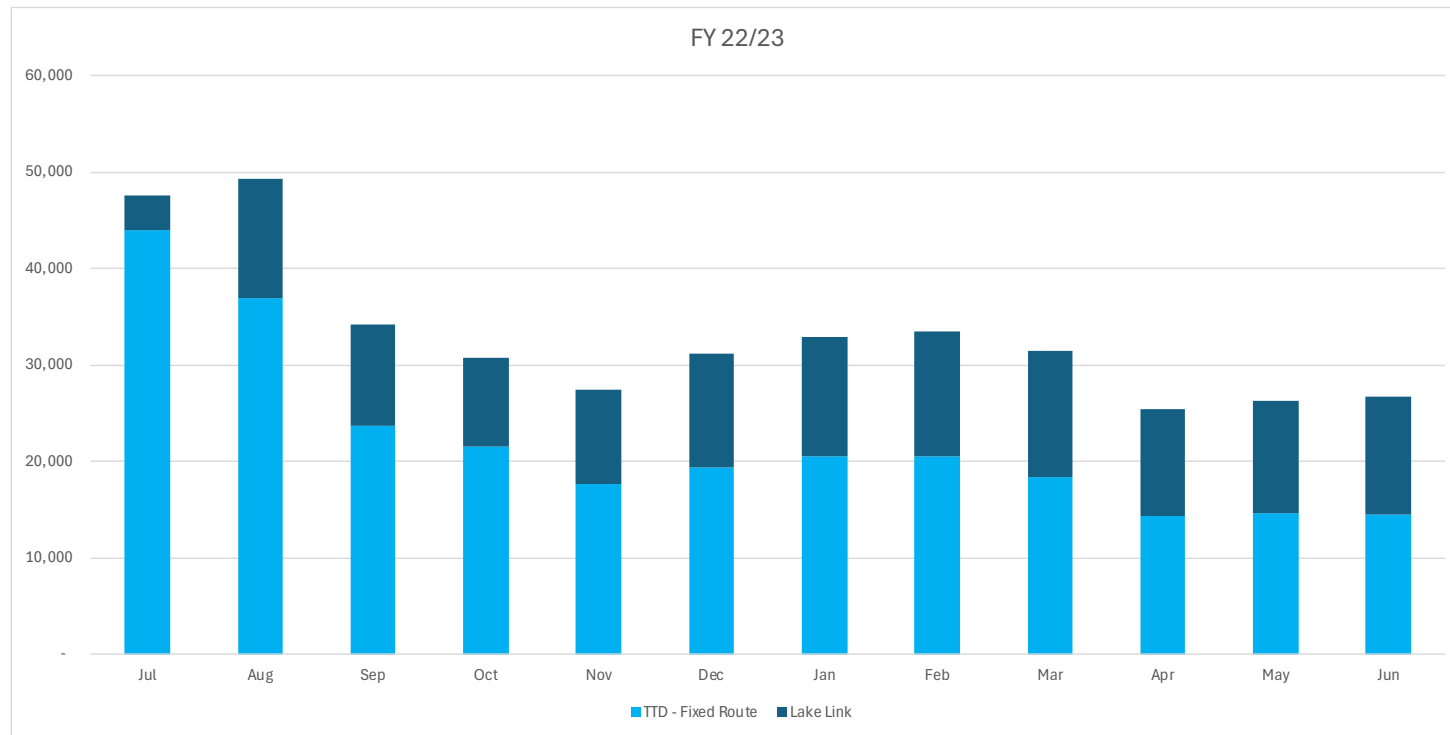
If you have any questions or comments regarding this item, please contact George Fink at (775) 589-5325 or gfink@tahoetransportation.org

Attachments:

- A. Fixed Route & Lake Link Ridership Annual Comparisons
- B. Paratransit Ridership Annual Comparison

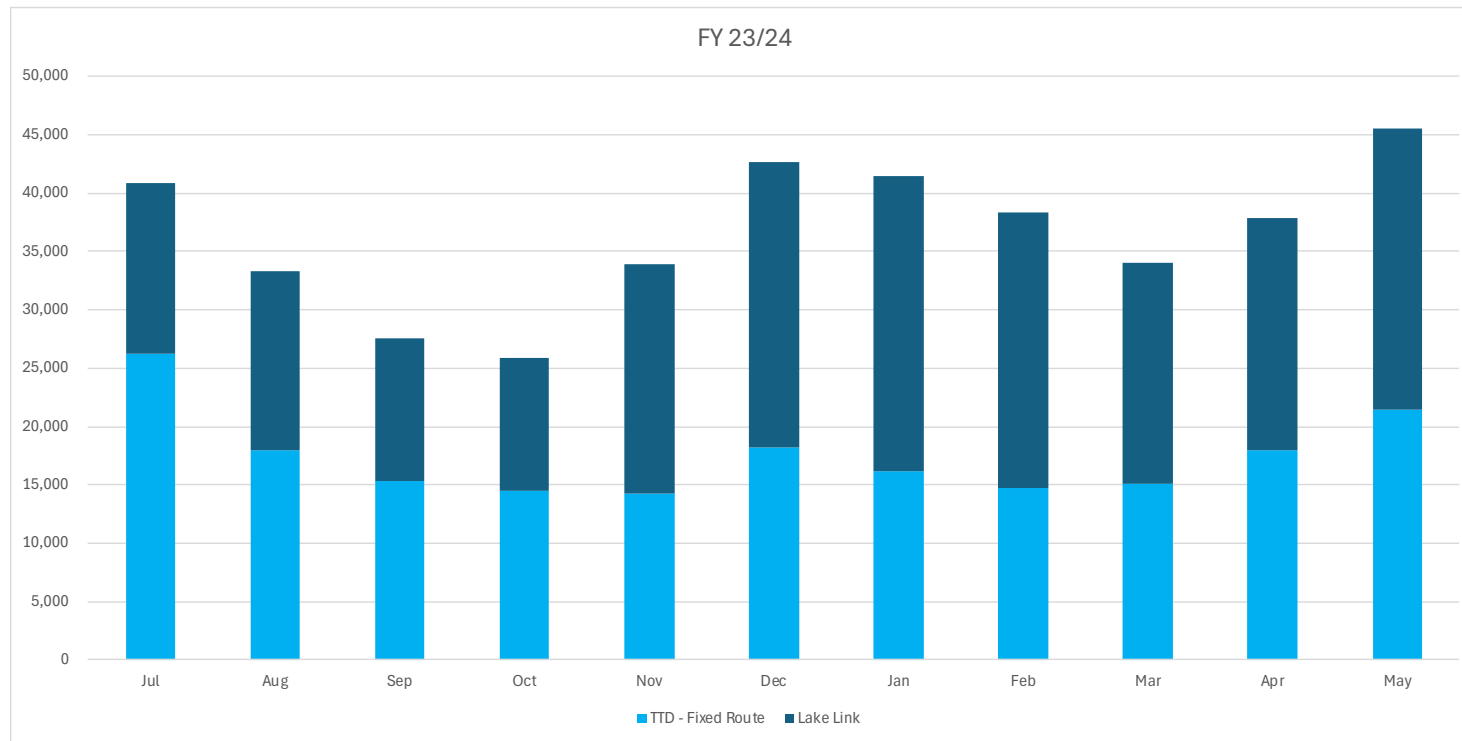
FY 22/23 Fixed Route & Lake Link Ridership Annual Comparison

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Annual	
FY 22/23	TTD - Fixed Route	44,049	36,937	23,637	21,551	17,614	19,406	20,586	20,483	18,312	14,329	14,638	14,515	266,057
	Gain/Loss YoY	18,123	13,839	13,025	3,163	(909)	(3,173)	(7,493)	(385)	(6,460)	(4,957)	(6,362)	(13,942)	4,469
	Percentage +/- YoY	69.9%	59.9%	122.7%	17.2%	-4.9%	-14.1%	-27%	-2%	-26%	-26%	-30%	-49%	0.0%
	Lake Link	3,558	12,403	10,637	9,241	9,879	11,846	12,279	12,964	13,178	11,049	11,616	12,242	130,892
	Gain/Loss YoY	-	-	-	-	-	-	-	-	-	-	-	-	-
	Percentage +/- YoY	-	-	-	-	-	-	-	-	-	-	-	-	-
	TTD+Lake Link	47,607	49,340	34,274	30,792	27,493	31,252	32,865	33,447	31,490	25,378	26,254	26,757	396,949
	Gain/Loss YoY	-	-	-	-	-	-	-	-	-	-	-	-	-
	Percentage +/- YoY	-	-	-	-	-	-	-	-	-	-	-	-	-



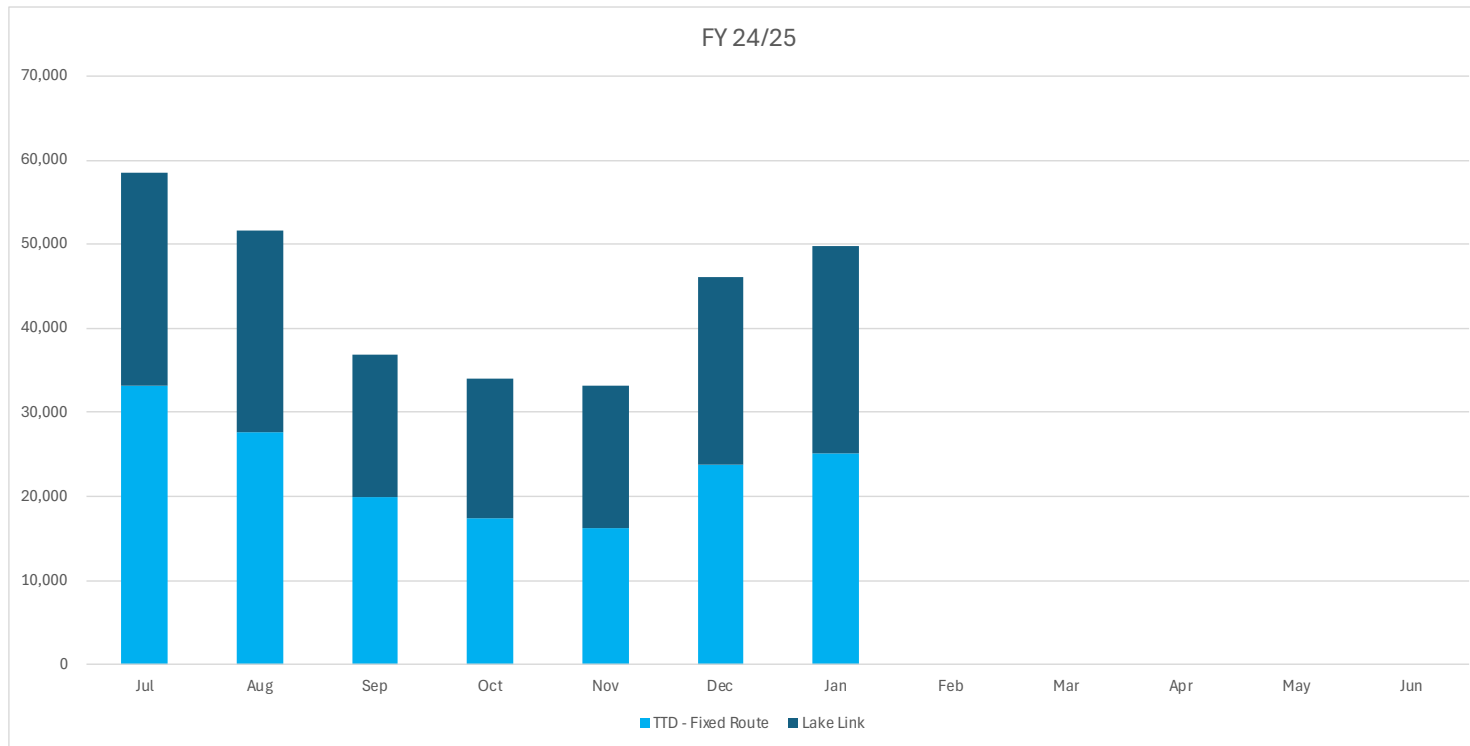
FY 23/24 Fixed Route & Lake Link Ridership Annual Comparison

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Annual	
FY 23/24	TTD - Fixed Route	26,131	26,236	17,955	15,360	14,455	14,213	18,246	16,125	14,727	15,129	17,978	21,467	218,022
	Gain/Loss YoY	(17,918)	(10,701)	(5,682)	(6,191)	(3,159)	(5,193)	(2,340)	(4,358)	(3,585)	800	3,340	6,952	(48,035)
	Percentage +/- YoY	-40.7%	-29.0%	-24.0%	-28.7%	-17.9%	-26.8%	-11.4%	-21.3%	-19.6%	5.6%	22.8%	47.9%	-18.1%
	Lake Link	14,835	14,614	15,390	12,235	11,359	19,738	24,392	25,301	23,546	18,830	19,932	24,029	224,201
	Gain/Loss YoY	11,277	2,211	4,753	2,994	1,480	7,892	12,113	12,337	10,368	7,781	8,316	11,787	93,309
	Percentage +/- YoY	316.9%	17.8%	44.7%	32.4%	15.0%	66.6%	98.6%	95.2%	78.7%	70.4%	71.6%	96.3%	71.3%
	TTD+Lake Link	40,966	40,850	33,345	27,595	25,814	33,951	42,638	41,426	38,273	33,959	37,910	45,496	442,223
	Gain/Loss YoY	(6,641)	(8,490)	(929)	(3,197)	(1,679)	2,699	9,773	7,979	6,783	8,581	11,656	18,739	45,274
	Percentage +/- YoY	-13.9%	-17.2%	-2.7%	-10.4%	-6.1%	8.6%	29.7%	23.9%	21.5%	33.8%	44.4%	70.0%	11.4%



FY 24/25 Fixed Route & Lake Link Ridership Annual Comparison

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Annual	
FY 24/25	TTD - Fixed Route	33,175	27,570	19,850	17,416	16,217	23,786	25,104	0	0	0	0	0	163,118
	Gain/Loss YoY	7,044	1,334	1,895	2,056	1,762	9,573	6,858	0	0	0	0	0	
	Percentage +/- YoY	27.0%	5.1%	10.6%	13.4%	12.2%	67.4%	37.6%	0.0%	0.0%	0.0%	0.0%	0.0%	
	Lake Link	25,365	24,121	17,076	16,516	16,960	22,275	24,692	0	0	0	0	0	147,005
	Gain/Loss YoY	(766)	(2,115)	(879)	1,156	2,505	8,062	6,446	0	0	0	0	0	
	Percentage +/- YoY	-2.9%	-8.1%	-4.9%	7.5%	17.3%	56.7%	35.3%	0.0%	0.0%	0.0%	0.0%	0.0%	
	TTD+Lake Link	58,540	51,691	36,926	33,932	33,177	46,061	49,796	0	0	0	0	0	310,123
	Gain/Loss YoY	17,574	10,841	3,581	6,337	7,363	12,110	7,158	0	0	0	0	0	
	Percentage +/- YoY	42.9%	26.5%	10.7%	23.0%	28.5%	35.7%	16.8%	0.0%	0.0%	0.0%	0.0%	0.0%	

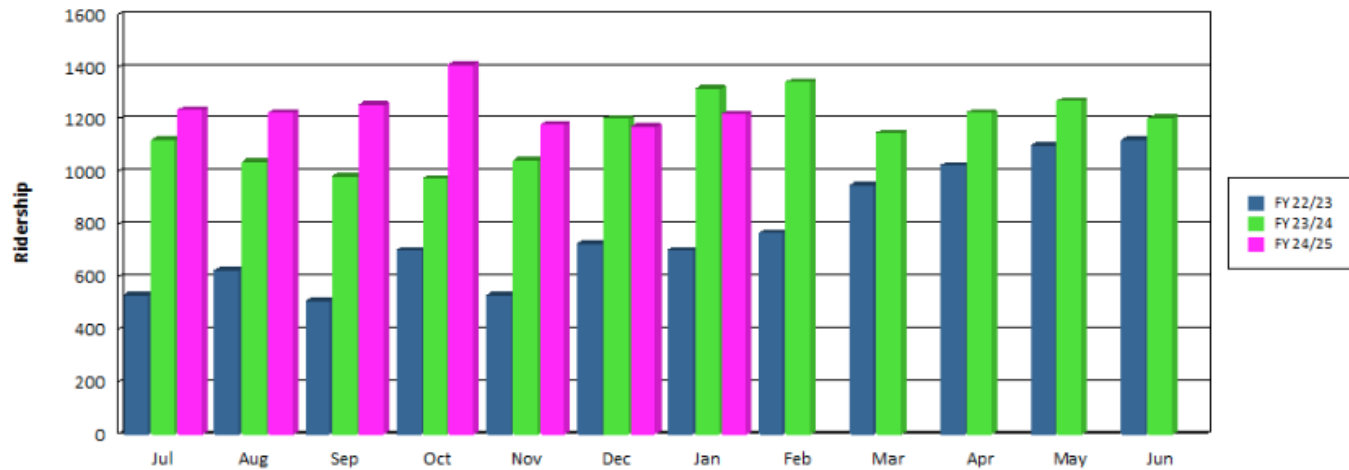


Paratransit Ridership Annual Comparison



For the Period: 7/1/2022 to 1/31/2025

TTD Paratransit Ridership
Annual Comparison



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Ridership													
Change vs. Previous FY	FY 22/23	529 (278) (34.4%)	625 (101) (13.9%)	507 (119) (19.0%)	699 (47) (6.3%)	530 (224) (29.7%)	725 129 21.6%	700 (257) (26.9%)	767 264 52.5%	947 (5) (0.5%)	1,024 120 13.3%	1,099 276 33.5%	1,120 494 78.9%
% Change	FY 23/24	1,121 592 111.9%	1,037 412 65.9%	981 474 93.5%	974 275 39.3%	1,042 512 96.6%	1,203 478 65.9%	1,315 615 87.9%	1,342 575 75.0%	1,146 199 21.0%	1,225 201 19.6%	1,267 168 15.3%	1,205 85 7.6%
	FY 24/25	1,236 115 10.3%	1,224 187 18.0%	1,255 274 27.9%	1,410 436 44.8%	1,179 137 (2.7%)	1,170 (33) (2.7%)	1,218 (97) (7.4%)	0 0 0.0%	0 0 0.0%	0 0 0.0%	0 0 0.0%	0 0 0.0%



MEMORANDUM

Date: February 26, 2025
To: Tahoe Transportation District (TTD) Board of Directors
From: George Fink, Transportation Services Director
Subject: Informational Transit System Report for the Second Quarter of Fiscal Year 2025

Action Requested:

It is requested the Board receive this informational report on the transit system for the second quarter of fiscal year 2025 (FY25). No action is requested.

Fiscal Analysis:

All expenditures associated with these items for the fiscal year are in the approved FY25 budget.

Work Program Impact:

All work associated with these efforts is captured under respective elements of the approved FY25 Work Program, with corresponding allotted staff time under respective projects. Transit system reporting aligns with Strategic Goal **SG-3** "Fund and operate regional multi-modal transportation systems."

Background:

Staff are reporting on the key metrics of the transit system.

Discussion:

Below are the key metrics and statistics for the transit system. Of note are persistent increases in ridership, revenue hours, and revenue miles which reflect TTD's increased reliability and new fleet assets. However, when compared to year over year (YoY) passengers per vehicle revenue hour dropped on TTD's most productive routes. This indicates that the additional hours of service are not yielding additional passengers at a rate proportional to the increase in miles and hours. Rather, the passengers are experiencing a higher level of service and convenience.

For example, Route 50 increased to 30 minute headways in September 2024. During this quarter – the first full quarter of increased headways – revenue hours increased 91% whereas passengers increased only 47%. The result is more passengers, but a lower passengers per revenue hour metric. Route 55 lost ridership after showing significant gains in the last two quarters.

On-time performance (OTP) continues to improve with increased Operator availability and the new fleet. However, TTD's commuter routes (19X and 22) OTP tend to suffer from long distances and interlined vehicles creating opportunities to fall behind schedule. Yet both routes improved on-time performance with Route 22 posting an increase of 27%. Staff continues to work with Bus Operators to ensure the trend remains positive.

Miles between roadcalls measures the overall health of the fleet. It is a function of how far the buses travel before needing an unplanned repair. This YoY comparison highlights the dismal state of the former fleet and how new buses have moved the needle on reliability. As more of the fleet is replaced, staff expect miles between roadcalls to continue increasing. As depicted below, Miles Between Roadcalls increased 169% over Q2 of FY24.

Additional Information:

If you have any questions or comments regarding this item, please contact George Fink at (775) 589-5325 or gfink@tahoetransportation.org.

Attachment:

- A. Transit System Report – FY25 October through December 2024

Ridership	October - December		
	FY 24 - Q2	FY 25 - Q2	% +/-
Route 19X	1,423	2,743	93%
Route 22	2,047	4,598	125%
Route 28	-	-	
Route 50	26,052	38,212	47%
Route 55	14,506	11,866	-18%
Paratransit	3,219	3,759	17%
System	47,247	61,178	29%

Passengers/Vehicle Revenue Hour	October - December		
	FY 24 - Q2	FY 25 - Q2	% +/-
Route 19X	3.3	4.9	46%
Route 22	2.9	3.9	34%
Route 28	-	-	
Route 50	20.7	15.9	-23%
Route 55	7.2	5.0	-30%
Paratransit	2.4	2.7	15%
System	8.2	7.8	-5%

Revenue Hours	October - December		
	FY 24 - Q2	FY 25 - Q2	% +/-
Route 19X	426.6	564.3	32%
Route 22	698.6	1,166.8	67%
Route 28	-	-	
Route 50	1,257.6	2,399.6	91%
Route 55	2,021.4	2,375.4	18%
Paratransit	1,351.7	1,370.0	1%
System	5,755.9	7,876.1	37%

On-Time Performance	October - December		
	FY 24 - Q2	FY 25 - Q2	% +/-
Route 19X	60%	61%	3%
Route 22	51%	65%	27%
Route 28			
Route 50	66%	80%	21%
Route 55	70%	82%	17%
Paratransit			
System	66%	80%	20%

Revenue Miles	October - December		
	FY 24 - Q2	FY 25 - Q2	% +/-
Route 19X	10,104	15,554	54%
Route 22	20,928	32,110	53%
Route 28	-	-	
Route 50	16,784	34,321	104%
Route 55	23,977	28,519	19%
Paratransit	17,866	18,594	4%
System	89,659	129,098	44%

Miles Between Roadcalls	October - December		
	FY 24 - Q2	FY 25 - Q2	% +/-
Average Miles Between Roadcalls	3,210	8,649	169%

2025 TTD/C Board/Committees Tentative Agenda Calendar

April 2	
TTD	TTC
<ul style="list-style-type: none"> Financials Auditors Contract Standing Ridership Report Standing Legislative Report IVMH Site Feasibility Report Presentation by N. NV Community Housing-action req. Funding mapping 	<ul style="list-style-type: none"> FY26 OWP Recommendation Connections 2050 Public Hearing
RTCPC	Fin & Pers
<ul style="list-style-type: none"> Standing Ridership Report CIP Report/SR28 public outreach report 	<ul style="list-style-type: none"> Financials Auditors Contract Funding mapping
May 7	
TTD	TTC
<ul style="list-style-type: none"> Financials Standing Ridership Report Standing Legislative Report Draft budget 	<ul style="list-style-type: none"> RTP Public Hearing
RTCPC	Fin & Pers
<ul style="list-style-type: none"> Quarterly Transit Report CIP Report 	<ul style="list-style-type: none"> Financials Draft budget
June 4	
TTD	TTC
<ul style="list-style-type: none"> Financials LOC Renewal Standing Ridership Report Standing Legislative Report Budget approval 	<ul style="list-style-type: none"> Connections 2050 Recommendation
RTCPC	Fin & Pers
<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Financials -JS LOC Renewal-JS Budget approval
Pending Items	
<ul style="list-style-type: none"> Route changes public hearing Hybrid bus purchases Award OES HMS & demo plan contract Annual Report MAF draft report Review of JPA Operational Plan 	