TAHOE TRANSPORTATION DISTRICT (TTD)

FINANCE AND PERSONNEL COMMITTEE

Meeting Agenda

Tahoe Regional Planning Agency
128 Market Street
Stateline, NV

February 4, 2026
2:00 p.m.

The Tahoe Transportation District Finance and Personnel Committee (FPC) 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 Zoom Webinar.

Committee members: Lori Bagwell-Chair, Alexis Hill, Brooke Laine, Nick Speal, Raymond Suarez

To attend the TTD FPC Committee and Board Meetings remotely, use the following link:
https://us06web.zoom.us/webinar/register/WN_jM_YjvlLT0eMDdSOUZbfPg

There is only one registration link for the FPC and Board meetings. After registering, you will receive a confirmation email containing information about joining the webinar.

Members of the public may observe the meeting and submit comments in person at the above locations or via the Zoom Webinar. Members of the public may also provide public comment by sending comments to the Clerk to the Board by email at cmuschetto@tahoetransportation.org. Please note which agenda item the comment pertains to. Comments will be distributed at the 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 Crystal Muschetto 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 Committee may combine two or more items for consideration. The Committee 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
B. *For Possible Action:* Approval of Agenda for February 4, 2026
C. *For Possible Action:* Approval of Minutes for December 3, 2025 **Page 4**

II. PUBLIC INTEREST COMMENTS

All comments are to be limited to no more than three minutes per person for matters not listed on this agenda. Comments made cannot be acted upon or discussed at this meeting, but may be placed on a future agenda for consideration.

III. DISCUSSION ITEMS

IV. PUBLIC INTEREST COMMENTS

V. ADJOURNMENT

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, all teleconference locations listed above, and on the TTD 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 Crystal Muschetto at (775) 589-5502 or cmuschetto@tahoetransportation.org.

Open Meeting Law Compliance
Written notice of this meeting has been given at least seven working 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 not later than 9 a.m. of the third working 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 not later than 9 a.m. of the third working 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 not later than 9 a.m. of the third working 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 Crystal Muschetto at (775) 589-5502 or cmuschetto@tahoetransportation.org.

TAHOE TRANSPORTATION DISTRICT
FINANCE AND PERSONNEL COMMITTEE MEETING MINUTES
December 3, 2025

Committee Members in Attendance:
Lori Bagwell, Carson City
Brooke Laine, El Dorado County
Nick Speal, CA Gov Appointee

Others in Attendance:
Jim Marino, Executive Director, TTD
Joanie Schmitt, Chief Financial Officer, TTD
Crystal Muschetto, Executive Assistant/Clerk to the Board, TTD
Judi Allen, Executive Assistant/Clerk to the Board, TTD

I. CALL TO ORDER AND GENERAL MATTERS

A. Roll Call and Determination of Quorum
The meeting of the Committee was called to order by Ms. Bagwell at 1:00 p.m. at the Tahoe Regional Planning Agency and via Zoom. Roll call was taken and a quorum was determined to be present.

B. Approval of Agenda for December 3, 2025
Motion: Recommended approval of the December 3, 2025, agenda
Moved by: Ms. Laine
Seconded by: Mr. Speal
Vote: Passed unanimously.

C. Approval of Minutes for December 3, 2025
Motion: Recommended approval of the November 5, 2025, Committee minutes.
Moved by: Ms. Laine
Seconded by: Mr. Speal
Vote: Passed unanimously.

II. PUBLIC INTEREST COMMENTS
No public interest comments were made.

III. DISCUSSION ITEMS

A. Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Quarter of Fiscal Year 2026 Through September 30, 2025, to the TTD Board of Director
Ms. Schmitt presented the District's Statement of Operations for the first quarter of Fiscal Year 2026 and introduced a revised quarterly reporting format that provides a route-by-route breakdown of operating costs and identifies associated funding sources. The report included total quarterly operating expenses and cost per revenue hour, which reflected a decrease compared to prior reporting periods. Ms. Schmitt explained that operating expenses are allocated based on revenue miles in accordance with grant requirements, while certain expenditures are fully assigned to specific funding

categories. Variances between route schedules and financial statements were attributed to the timing of invoicing and expense recognition across reporting periods.

Discussion focused on the interpretation of the reported cost changes and the importance of distinguishing operational efficiencies from changes in allocation methodology. Committee members emphasized the need for consistent reporting practices to allow for meaningful year-over-year and peer-agency comparisons and discussed the value of including explanatory notes when allocation assumptions change. Ms. Schmitt indicated that quarterly reports will continue, with annual reporting serving as the primary basis for comprehensive financial analysis.

Motion: Ms. Laine moved to recommend acceptance of the District's Financial Statement of Operations for the first quarter of Fiscal Year 2026 to the TTD Board of Directors.
Second: Mr. Speal seconded the motion.
Vote: The motion passed unanimously.

B. Review and Recommend Acceptance of TTD's Fiscal Year 2024-25 Financial Report

Ms. Schmitt reviewed the Fiscal Year 2024–25 Financial Report and noted that it received a clean audit opinion. The report was described as a comprehensive summary of the agency's financial position, operational performance, and accomplishments over the fiscal year. Committee members highlighted the value of the report as a year-over-year reference tool for tracking financial trends, project delivery, and funding partnerships. Ms. Schmitt confirmed that the audit did not include management recommendations and that remaining federal reporting supplements would be provided when available.

Motion: Mr. Speal moved to recommend acceptance of TTD's Fiscal Year 2024-25 Financial Report to the TTD Board of Directors.
Second: Ms. Laine seconded the motion.
Vote: The motion passed unanimously.

C. Review and Recommend Approval of a Cost of Living Adjustment of Three Percent to the Non-Represented Employee Fiscal Year 2027 Salary Table, with a Cost of Living Adjustment of One Percent to the Salary Table Annually Thereafter, as Well as One Step Increases for Non-Represented Employees Annually

Ms. Schmitt presented options for adjusting the salary table for non-represented employees as part of the upcoming five-year budget development process. It was explained that cost-of-living adjustments are intended to address wage compression, reduce turnover and training costs, and maintain competitive compensation levels. The discussion compared represented and non-represented compensation structures, noting that non-represented employees may reach the top step and experience extended periods without wage growth.

Ms. Schmitt recommended a one-time three percent adjustment to the Fiscal Year 2027 salary table to account for missed cost-of-living increases, followed

by annual one percent adjustments, in addition to performance-based step increases. It was clarified that step increases are not automatic and are contingent upon performance, while cost-of-living adjustments apply to the salary table regardless of individual evaluations. Committee members discussed affordability, funding stability, and the long-term sustainability of the proposed approach.

Motion: Ms. Laine moved to recommend approval of a 3% cost of living adjustment to the non-represented employee Fiscal Year 2027 salary table, with a cost of living adjustment of 1% to the salary table annually thereafter, as well as one step increases for non-represented employees annually.
Second: Mr. Speal seconded the motion.
Vote: The motion passed unanimously.

IV. PUBLIC INTEREST COMMENTS

No public interest comments were made.

V. ADJOURNMENT

The meeting was adjourned at **3:05 p.m.**

Respectfully Submitted:

Crystal Muschetto
Executive Assistant
Clerk to the Board
Tahoe Transportation District

This meeting was recorded in its entirety via Zoom. Any member of the public wishing to review the recording or obtain a copy of the meeting minutes may contact Crystal Muschetto, Clerk to the Board, at (775) 589-5502.

MEMORANDUM

Date: January 28, 2026

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff – Joanie Schmitt, CFO

Subject: TTD's District Financial Statement of Operations for the First Five Months of Fiscal Year 2026 Through November 30, 2025

Action Requested: Review and Recommend Acceptance:
It is requested the Committee review and recommend acceptance of TTD's District's Financial Statement of Operations for the first five months of fiscal year 2026 (FY26) ending November 30, 2025.

Fiscal Analysis:
TTD is reporting increases to the overall FY26 fund balances of $148,800, in the General Fund, $1,753 in the Capital Improvement Program (CIP) Fund, and $288,226 in the Park Tahoe Fund with a decrease of $539,514 in the Transit Operations (TO) Fund through November 2025.

Background:
Staff have completed analyzing financial information for the first five months of FY26, ending November 30, 2025. The presentation highlights October and November activity and continues to detail TTD's funds, including the General, Capital Improvement Program (CIP), Transit Operations (TO), and Park Tahoe funds (Attachment A).

Discussion – General Fund:
Overall, the District reported a net decrease of $14,898 for October and November activity. The decrease can be summarized as follows:

District Operations Revenues		**District Operations Expenses**	
State of Nevada	$57,750	Personnel	$81,123
Local Revenues	15,541	Admin Support (ICAP)	(29,679)
Rental Vehicle Mitigation Fees	5,198	Insurance	6,152
Administrative Fees	7,269	Rent, incl. Utilities	7,414
Contributions	0	Telephone	2,440
Miscellaneous	0	Professional Services	1,705
Interest	3,968	Dues, Subscriptions, Fees	4,545
		Supplies	2,676
		Transfer - Grant Match	654
		Legal Fees	1,791
		Audit Fees	23,995
		Other	1,808
Total Revenues	**$89,726**	**Total Expenses**	**$104,624**

The General Fund has received its full budgeted cap of $125,000 for Administrative Support (ICAP) from the TO Fund; therefore, no additional ICAP fees will be charged in FY26.

Trough November, the General Fund has been invoiced $31,000 through toward the $40,120 auditing contract with Davis Farr, LLC for the FY25 audit. This represents the first year of a three-year contract.

The General Fund's overall fund balance decreased to $1,661,311; however, this remains $148,800 higher than the balance at the start of the fiscal year.

CIP Fund:
October and November activity resulted in a net increase of $1,014, primarily due to interest earned on project advances, and less bank fees of $39. Below is a brief recap of October and November activity for the CIP Fund.

Funding Source	Expenditures	Grant Balance
Caltrans		
Congestion Mitigation Air Quality (CMAQ)	$13,546	$486,494
Hwy Infrastructure Program (HIP) - US 50	0	470,655
Federal Transit Administration (FTA)		
FTA 5339 (NDOT Hazard Assessment)	0	$74,281
TDA STA Reserve (Match)	0	$18,570
TDA STA FY25 (Bus/Vehicles Match)	0	$27,062
FTA 5339 (NDOT) (Support Vehicles)	0	$29,000
FTA 5339 (FY19) (Bus & Equip)	8,958	$18,229
FTA 5339 (FY20 & FY21) (Bus Facilities)	0	$19,802
TDA STA (FY24 & FY25)	0	$28,819
FTA 5339 (FY24 – FY26) (Bus Facilities)	1,614	$187,198
TDA STA (FY24) (Bus Stop Match)	404	$46,800
FTA 5339C (FY18)	0	692,276
FTA 5339C (FY19) (EV Vans)	0	$1,838,466
TDA SGR (FY25) (Bus & Equip)	12,969	$27,340
TRPA - US Fish & Wildlife Service		
Spooner Mobility Hub	10,230	$62,379
TIRCP – SB125 Maint Fac Upgrades	5,489	$1,243,635
Conserve Nevada		
Thunderbird Cove to Secret Harbor	11,518	$1,959,174
Tahoe Fund (Match)	1,280	$85,464
US DOT		
SMART	200,114	$0
NDOT		
Recreational Travel Phase II	0	$111,032
General Fund (Match)	0	$5,844
TAP – SR 28 North Parking Lots	17,579	$790,583
Washoe County Bond Sale (Match)	15,917	$222,788
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	1,056	$1,702,015
NDOT – Facility Plan	102	$347,127
Douglas County (Match)	5	$18,236
NDOT – Central Corridor (Chimney)	48,988	$1,518,847
Tahoe Fund (Match)	2,362	$192,290
NDOT – Sand Harbor to Thunderbird Cove	76,064	$2,322,885

Tahoe Fund (Match)	4,003	$625,494
NDOT – Corridor Coordination	12,421	$253,065
General Fund (Match)	654	$13,319
Bank Fees	39	
Total Expenditures	$445,312	

The CIP Fund purchased a tire balancer and snowblower totaling $12,969 using FY25 TDA State of Good Repair funds. The tire balancer ($8,403) was transferred to the TO Fund's Capital Assets, and the snowblower ($4,566) was transferred as Equipment under $5,000.

The CIP Fund also purchased an AI sensor kit (camera system) for $9,750 using USDOT SMART funds, which was transferred to the Governmental Fund Account's Capital Assets.

Additional equipment totaling $8,958 – including an air compressor, vise, and camera equipment for yard security, was purchased with FY19 FTA 5339 funds and transferred to the TO Fund as Equipment under $5,000.

Net activity for October and November increased the CIP Fund balance to $5,321, which is $1,753 higher than at the start of the fiscal year.

Transit Fund:
Overall, the District ended with a decrease of $361,787 for October and November activity. The decrease can be summarized as follows:

Revenue Detail	**Operations**
FTA	
5307	$399,937
5311	290,089
5310	0
Rural Transportation Assistance Program (RTAP)	0
Transportation Development Act (TDA)	0
Low Carbon Transit Operations Program	0
Nevada State Parks	0
Tahoe Douglas Visitors Authority	100,000
Calif. SB 125	224,663
Miscellaneous	51
Sale of Capital Asset	1,530
Interest	3,940
Total Revenues	**$1,020,210**

Expense Detail	
Personnel	$893,684
Fuel/Fuel Tax	51,454
Insurance	51,663
Repairs/Maintenance	33,757
Professional Services/Contracts	27,038
Facility Rent/Utilities/Phone	59,645
Supplies	5,766
Dues, Subscriptions, Member Fees	5,550
ICAP	21,500
Transfer - Grant Match	404
Depreciation/Amortization/Warranty	229,590
Advertising/Outreach	1,259
Training & Travel	5,631

Equipment under $5,000	13,525
Capital Outlay	(21,927)
Other Expenses	3,458
Total Expenses	**$1,381,997**
Increase/(Decrease)	**($361,787)**

As noted above, the CIP Fund transferred $21,927 in capital assets and Equipment under $5,000 to the TO Fund. The Tahoe Douglas Visitors Authority contributed $100,000 toward FY26 transit operations to support extended service on Route 51. TTD disposed of fully depreciated Bus 3310 (2009 NABI) for $1,530; the replacement bus is scheduled to arrive in FY27. TRPA approved TTD's FY26 TDA application, allowing TTD to begin recognizing TDA revenue in equal monthly installments starting in December.

As a result, Transit's overall fund balance decreased to $16,197,866, which is $539,514 lower than at the start of the fiscal year.

Park Tahoe Fund:
The Park Tahoe Fund experienced an increase of $31,246 for October and November activity. The recap is as follows:

Park Tahoe Revenues		**Park Tahoe Expenses**	
Parking Meters	$64,999	Personnel	$18,040
Parking Event Fees	0	Contracts	10,266
Parking Non-Compliance	7,656	Professional Services	2,654
Contributions	0	Insurance	0
Interest	4,325	Telephone	323
		Admin Fees	7,269
		Bank/Credit Card Fees	4,428
		Subscriptions, Dues	159
		Supplies	2,196
		Amortization	390
		Other	9
Total Revenue	**$76,980**	**Total Expenses**	**$45,734**

The FY26 year-to-date revenues and expenses between Park Tahoe Operations and Park Tahoe Non-Compliance are provided in the Park Tahoe Financial Statement.

The net result increased Park Tahoe's overall fund balance for the year to $1,443,751 which is $288,226 more than at the start of the fiscal year.

Balance Sheet:
The detailed balance sheet as of November 30, 2025, is included in Attachment A.

The capital asset balance, net of depreciation and amortization, includes $13,217,216 in the Transit Fund and $25,653 in the government-wide fund. Should the District choose to liquidate a federalized or state asset, permission from the governmental agency is required, and their obligation takes priority.

Cash Flows:
Staff has included FY26 cash flows for the governmental funds (General and CIP), along with the enterprise funds (TO and Park Tahoe), in Attachment C.

Grant Status Report:
Staff has updated the Grant Requests/Awards/Closeouts (Attachment D).

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. November Financial Statement
B. FY26 Cash Flow
C. Grant Status Report

Tahoe Transportation District
Balance Sheet
As of November 30, 2025

	TOTAL	General	CIP	Transit	Park Tahoe	GFA
ASSETS						
Cash & Equivalents	$ 4,194,695	$ 1,690,014	$ 191,110	$ 875,348	$ 1,438,223	$ -
Accounts Receivable	1,720,608	20,137	231,036	1,466,800	2,635	
Prepaids	468,549	194,247	540	270,500	3,262	
Inventory	346,989			346,989		
*Capital Assets, Net Depreciation and Amortization	13,916,946			13,913,435	3,512	25,653
TOTAL ASSETS	**$ 20,647,787**	**$ 1,904,398**	**$ 422,687**	**$ 16,873,071**	**$ 1,447,631**	**$ 25,653**
LIABILITIES						
Accounts Payable	$ 213,651	$ 11,576	$ 112,654	$ 87,954	$ 1,467	$ -
Deferred Revenues	536,222	231,511	304,711			
Nevada State Bank - LOC						
Subscriptions Payable	363,459			361,071	2,388	
Insurance Payable	63,328			63,328		
EE Compensated Absences	162,626			162,626		44,719
Accrued Interest Payable	252			227	25	
TOTAL LIABILITIES	**$ 1,339,537**	**$ 243,087**	**$ 417,365**	**$ 675,205**	**$ 3,880**	**$ 44,719**
NET POSITION						
Invested in Capital Assets	$ 13,687,554			$ 13,685,455	$ 2,099	$ 17,695
Restricted	468,397			468,397		
Unrestricted	5,249,464	1,512,511		2,583,528	1,153,426	(37,940)
Assigned	3,568		3,568			
SUB TOTAL NET POSITION BALANCES	$ 19,408,984	$ 1,512,511	$ 3,568	$ 16,737,380	$ 1,155,525	$ (20,245)
FY 26 Increase/(Decrease) to Fund Balance	**(100,735)**	**148,800**	**1,753**	**(539,514)**	**288,226**	**1,179**
TOTAL NET POSITION	**$ 19,308,249**	**$ 1,661,311**	**$ 5,321**	**$ 16,197,866**	**$ 1,443,751**	**$ (19,066)**
TOTAL LIABILITIES & NET POSITION	**$ 20,647,787**	**$ 1,904,398**	**$ 422,687**	**$ 16,873,071**	**$ 1,447,631**	**$ 25,653**

* The capital asset and land balances, net of depreciation/ amortization, include $13,217,216in transit fund, $25,653 in the governmental-wide fund and $0 in the Park Tahoe 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, 2025 through November 30, 2025

	TOTAL	General	CIP	Transit	Park Tahoe	GFA
Revenues						
Federal Grants	$ 2,985,923		$ 1,300,299	$ 1,685,624		$ -
State Funding	911,295	144,375	181,920	585,000		
Contributions	135,717		35,717	100,000		
Local Revenues	38,849	38,849				
General Revenues	23,594		0	23,594	0	
Charges for Services	483,906	79,879		(85)	404,113	
Special Items	34,527	9,264	1,822	13,327	10,114	
Pass-Through Revenue	325,000			325,000		
TOTAL REVENUES	**$ 4,938,810**	**$ 272,367**	**$ 1,519,757**	**$ 2,732,459**	**$ 414,227**	**$ -**
Expenses						
Personnel	$ 2,280,048	$ 162,940	$ 148,308	$ 1,925,629	$ 43,170	$ -
Personnel - Compensated Absences	29,530			29,530		6,779
Contracts	1,029,603		1,019,337		10,266	
Fuel	139,033	(121)		139,154		
Depreciation, Amortization, Warranty	572,233			571,258	976	1,792
Other Operating	634,843	98,418	14,435	450,425	71,565	
ICAP - 10%		(140,187)	15,187	125,000		
Capital Outlay	13,525			13,525		
Interest	5,980	1,315		4,640	25	
Other Funding Sources	9,750	1,202	320,736	(312,187)		(9,750)
Pass-Through Expenses	325,000			325,000		
TOTAL EXPENSES	**$ 5,039,545**	**$ 123,567**	**$ 1,518,004**	**$ 3,271,973**	**$ 126,001**	**$ (1,179)**
FY 26 Increase / (Decrease) to Fund Balance	**$ (100,735)**	**$ 148,800**	**$ 1,753**	**$ (539,514)**	**$ 288,226**	**$ 1,179**

Tahoe Transportation District
Statement of Operations
July 1, 2025 through November 30, 2025

Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2025 through November 30, 2025

		General Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	Oct & Nov	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Revenues								
General Revenues								
State Revenue - NV	$ 86,625	$ 28,875	$ 28,875	$ 57,750	$ 144,375	$ 346,500	41.67%	$ 144,375
Local Revenues	23,309	7,770	7,770	15,541	38,849	145,735	26.66%	38,849
Contributions						25,000	0.00%	
Miscellaneous						1,500	0.00%	
Total General Revenues	**$ 109,934**	**$ 36,645**	**$ 36,645**	**$ 73,291**	**$ 183,224**	**$ 518,735**	**35.32%**	**$ 183,224**
Charges for Services								
Administrative Fees	$ 33,146	$ 4,588	$ 2,680	$ 7,269	$ 40,414	$ 77,690	52.02%	$ 40,414
Rental Vehicle Mitigation Fees	34,267	2,819	2,378	5,198	39,464	85,000	46.43%	39,464
Total Charges for Services	**$ 67,412**	**$ 7,407**	**$ 5,059**	**$ 12,466**	**$ 79,879**	**$ 162,690**	**49.10%**	**$ 79,879**
Special Items								
Interest Revenue	$ 5,295	$ 1,830	$ 2,140	$ 3,969	$ 9,264	$ 15,000	61.76%	$ 9,264
Total Special Revenues	**$ 5,295**	**$ 1,830**	**$ 2,140**	**$ 3,969**	**$ 9,264**	**$ 15,000**	**61.76%**	**$ 9,264**
TOTAL REVENUES	**$ 182,641**	**$ 45,882**	**$ 43,844**	**$ 89,726**	**$ 272,367**	**$ 696,425**	**39.11%**	**$ 272,367**
Expenses								
Operating								
Personnel	$ 81,818	$ 46,596	$ 34,527	$ 81,123	$ 162,940	$ 495,707	32.87%	$ 162,940
Admin Support	(110,508)	(26,217)	(3,463)	(29,679)	(140,187)	(175,192)	80.02%	(140,187)
Repairs & Maintenance	94				94	250	37.40%	94
Insurance	9,165	3,055	3,097	6,152	15,317	36,950	41.45%	15,317
Facility Rent	11,077	3,707	3,707	7,414	18,491	46,360	39.89%	18,491
Telephone	4,086	1,193	1,247	2,440	6,526	15,300	42.65%	6,526
Supplies	4,342	1,356	1,320	2,676	7,018	21,340	32.89%	7,018
Advertising & Public Relations	711				711	1,500	47.39%	711
Reproduction & Printing						900	0.00%	
Postage						500	0.00%	
Dues, Subscriptions & Publications	5,798	2,165	2,380	4,545	10,343	33,833	30.57%	10,343
License & Permits							100.00%	
Professional Services/Contracts	5,066	988	717	1,705	6,771	50,915	13.30%	6,771
Legal Services	1,984	358	1,433	1,791	3,776	21,500	17.56%	3,776
Auditing Services	1,945	23,995		23,995	25,940	50,000	51.88%	25,940
Fuel			(121)	(121)	(121)		-100.00%	(121)
Bank Fee / CC Fees	208	64	88	151	359	1,300	27.62%	359
Transit Management - No Shore						20,000	0.00%	
Training	298	580		580	878	2,900	30.28%	878
Travel	26	(49)	184	135	161	8,300	1.94%	161
Events		410		410	410	1,250	32.80%	410
Miscellaneous Expenses	971	319	334	653	1,623	24,600	6.60%	1,623
Total Operating	**$ 17,080**	**$ 58,521**	**$ 45,450**	**$ 103,970**	**$ 121,050**	**$ 658,213**	**18.39%**	**$ 121,050**

Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2025 through November 30, 2025

		General Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	Oct & Nov	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Interest								
Interest Expense	$ 1,315	$ -	$ -	$ -	$ 1,315	$ 500	263.00%	$ 1,315
Total Interest Expense	**$ 1,315**	**$ -**	**$ -**	**$ -**	**$ 1,315**	**$ 500**	**263.00%**	**$ 1,315**
Other Financing Sources								
Transfer (In) Out	$ 548	$ 327	$ 327	$ 654	$ 1,202	$ 6,126	19.62%	$ 1,202
Total Other Financing Sources	**$ 548**	**$ 327**	**$ 327**	**$ 654**	**$ 1,202**	**$ 6,126**	**19.62%**	**$ 1,202**
TOTAL EXPENSES	**$ 18,943**	**$ 58,847**	**$ 45,777**	**$ 104,624**	**$ 123,567**	**$ 664,839**	**18.59%**	**$ 123,567**
Increase/(Decrease) to Fund Balance	**$ 163,698**	**$ (12,965)**	**$ (1,933)**	**$ (14,898)**	**$ 148,800**	**$ 31,586**	**471.10%**	**$ 148,800**

Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2025 through November 30, 2025

	CIP Fund				Actual vs Budget			Program YTD					
	1st Qtr	Oct	Nov	Oct & Nov	YEAR TO DATE	Board Approved Budget	Var %	SR28 Corridor incl SMH	US 50 incl Laura Dr and Bellamy Bikeways	Maint & Facility Plan incl Hazard Assessment	Intelligent Sensor Integration	Transit Ops Projects	Program Total
Revenues													
Capital Grant & Contributions													
Surface Transportation Program (STP)	$ 424,312	$ 32,255	$ 87,166	$ 119,421	$ 543,733	$ 3,095,720	17.56%	$ 535,282	$ 7,931	$ 520	$ -	$ -	$ 543,733
Congestive Mitigation & Air Quality (CMAQ)	532	7,922	5,625	13,546	14,078	40,000	35.19%		14,078				14,078
TRPA incl Fish & Wildlife Services Fund	42,805	5,909	4,321	10,230	53,035	126,801	41.82%	53,035					53,035
US Dept of Transportation - SMART	117,583	200,114		200,114	317,697	452,234	70.25%				317,697		317,697
Highway Infrastructure Pgm (HIP)	63,063	109	1,925	2,034	65,097	54,329	119.82%	65,097					65,097
Infrastructure - COVID	4,856	1,927	2,079	4,005	8,861	82,531	10.74%	8,861					8,861
Carbon Pollution Reduction Grant (CPRG)	24,896	704	12,467	13,171	38,067	351,864	10.82%	38,067					38,067
Federal Transportation Administration	240,030	18,605	1,097	19,701	259,731	731,582	35.50%	9,129				250,602	259,731
Transportation Alternative Programs (TAP)			17,579	17,579	17,579	512,168	3.43%	17,579					17,579
CA SB 125 - Transit & Rapid Rail	876	2,106	3,383	5,489	6,366	825,000	0.77%					6,366	6,366
Conserve Nevada	18,438		2,389	2,389	20,826	774,353	2.69%	20,826					20,826
CA Conservancy						18,423	0.00%						
Washoe County	47,696	14,992	925	15,917	63,613	26,954	236.00%	63,613					63,613
Douglas County	22	5		5	27	8,906	0.31%			27			27
State of Good Repair	60,540		12,969	12,969	73,509	198,941	36.95%					73,509	73,509
Contributions	28,072	2,364	5,281	7,645	35,717	178,776	19.98%	35,717					35,717
Total Capital Grants & Contributions	**$ 1,073,720**	**$ 287,009**	**$ 157,206**	**$ 444,215**	**$ 1,517,935**	**$ 7,478,582**	**20.30%**	**$ 847,206**	**$ 22,008**	**$ 548**	**$ 317,697**	**$ 330,476**	**$ 1,517,935**
Special Items													
Miscellaneous Revenue	$ -	$ -	$ -	$ -	$ -	$ -	100.00%	$ -	$ -	$ -	$ -	$ -	$ -
Interest Revenue	768	597	456	1,054	1,822	1,830	99.54%	1,636		185			1,822
Total Special Items	**$ 768**	**$ 597**	**$ 456**	**$ 1,054**	**$ 1,822**	**$ 1,830**	99.54%	**$ 1,636**	**$ -**	**$ 185**	**$ -**	**$ -**	**$ 1,822**
TOTAL REVENUES	**$ 1,074,488**	**$ 287,607**	**$ 157,662**	**$ 445,269**	**$ 1,519,757**	**$ 7,480,412**	**20.32%**	**$ 848,842**	**$ 22,008**	**$ 733**	**$ 317,697**	**$ 330,476**	**$ 1,519,757**
Expenses													
Personnel	$ 68,693	$ 46,436	$ 33,179	$ 79,615	$ 148,308	$ 482,965	30.71%	$ 114,702	$ 4,507	$ 498	$ 20,328	$ 8,273	$ 148,308
Contract Services	695,269	216,461	107,607	324,068	1,019,337	5,803,588	17.56%	719,918	16,859		282,560		1,019,337
Insurance	125	42		42	167		-100.00%				167		167
Reproduction & Printing						2,002	0.00%						
Rent						50,000	0.00%						
Rent Meeting Room						3,800	0.00%						
Equipment not Transfedrred						149,731	0.00%						
Supplies	85	881		881	965	3,100	31.14%				965		965
License & Permits	500				500	17,500	2.86%	500					500
Advertising / Outreach	257				257	7,400	3.48%	257					257
Postage							100.00%						
Professional Services	9,917		481	481	10,399	139,560	7.45%	1,227				9,171	10,399
Administrative Fees							100.00%						
Bank Fees	29	21	19	39	68	102	66.77%	61		7			68
Training							100.00%						
Travel - Per Diem	814				814	1,606	50.65%				814		814
Travel - Commercial Air	497				497	2,500	19.89%				497		497
Travel - Auto	349	32		32	381	3,092	12.31%	89			276	16	381

Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2025 through November 30, 2025

	CIP Fund				Actual vs Budget			Program YTD					
	1st Qtr	Oct	Nov	Oct & Nov	YEAR TO DATE	Board Approved Budget	Var %	SR28 Corridor incl SMH	US 50 incl Laura Dr and Bellamy Bikeways	Maint & Facility Plan incl Hazard Assessment	Intelligent Sensor Integration	Transit Ops Projects	Program Total
Expenses Continued													
Miscellaneous						5,000	0.00%						
Dues & Subscriptions	89	190	108	298	388		-100.00%	239			149		388
Interest							100.00%						
ICAP - 10%	7,008	4,716	3,463	8,179	15,187	50,192	30.26%	11,475	643	50	2,192	828	15,187
Total Operating	**$ 783,633**	**$ 268,778**	**$ 144,856**	**$ 413,635**	**$ 1,197,268**	**$ 6,722,138**	**17.81%**	**$ 848,469**	**$ 22,008**	**$ 555**	**$ 307,947**	**$ 18,289**	**$ 1,197,268**
Capital Outlay													
Equipment over $5000	$ 355,626		$ 8,403	$ 8,403	$ 364,029	$ 755,813	48.16%					$ 364,029	$ 364,029
Equipment under $5000		8,958	4,566	13,525	13,525	105,850	12.78%					13,525	13,525
CIP Over $5000							100.00%						
Reimb Capital Expenses	(355,626)	(8,958)	(12,969)	(21,927)	(377,553)	(861,663)	43.82%					(377,553)	(377,553)
Total Capital Outlay	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	100.00%	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Other Financing Sources													
Capital Outlay (In) Out	$ 355,626	$ 18,708	$ 12,969	$ 31,677	$ 387,303	$ 861,663	44.95%	$ -	$ -	$ -	$ 9,750	$ 377,553	$ 387,303
Transfer (In) Out	(65,510)	(456)	(601)	(1,058)	(66,568)	(105,117)	63.33%	(1,202)				(65,366)	(66,568)
Total Other Financing Sources	**$ 290,116**	**$ 18,252**	**$ 12,368**	**$ 30,620**	**$ 320,736**	**$ 756,546**	42.39%	**$ (1,202)**	**$ -**	**$ -**	**$ 9,750**	**$ 312,187**	**$ 320,736**
TOTAL EXPENSES	**$ 1,073,749**	**$ 287,030**	**$ 157,224**	**$ 444,255**	**$ 1,518,004**	**$ 7,478,684**	20.30%	**$ 847,267**	**$ 22,008**	**$ 555**	**$ 317,697**	**$ 330,476**	**$ 1,518,004**
Increase / (Decrease) to Fund Balance	**$ 739**	**$ 577**	**$ 437**	**$ 1,014**	**$ 1,753**	**$ 1,728**	101.47%	**$ 1,575**	**$ -**	**$ 178**	**$ -**	**$ -**	**$ 1,753**

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2025 through November 30, 2025

		TO Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	Oct & Nov	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Revenues								
Grants & Contributions								
FTA 5311	$ 355,136	$ 161,362	$ 128,726	$ 290,089	$ 645,225	$ 1,699,792	37.96%	$ 645,225
FTA 5307	639,080	93,272	306,665	399,937	1,039,017	3,231,997	32.15%	1,039,017
FTA 5310						27,000	0.00%	
RTAP	1,382				1,382		-100.00%	1,382
TDA - LTF						1,200,000	0.00%	
TDA - STA						400,000	0.00%	
CA SB 125 - Transit & Rail	275,337	224,663		224,663	500,000	1,250,000	40.00%	500,000
LCTOP							100.00%	
NV State Parks	85,000				85,000	85,000	100.00%	85,000
Solar Renewable Energy Credits	(85)				(85)	8,000	-1.07%	(85)
Contributions			100,000	100,000	100,000	65,000	153.85%	100,000
Total Grants & Contributions	**$ 1,355,850**	**$ 479,297**	**$ 535,391**	**$ 1,014,688**	**$ 2,370,538**	**$ 7,966,789**	**29.76%**	**$ 2,370,538**
Charges for Services								
FareBox Revenue	$ -	$ -	$ -	$ -		$ -	100.00%	$ -
Pass Sales							100.00%	
Advertising Revenue							100.00%	
Total Charges for Services	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**100.00%**	**$ -**
Special Items								
Sale of Capital Assets	$ 431	$ -	$ 1,530	$ 1,530	$ 1,961	$ 1,500	130.71%	$ 1,961
Miscellaneous	23,541	33	19	52	23,594	120	19661.53%	23,594
Insurance Claim Revenues							100.00%	
Interest Revenue	7,427	2,363	1,577	3,940	11,366	25,000	45.47%	11,366
Total Special Items	**$ 31,399**	**$ 2,396**	**$ 3,126**	**$ 5,522**	**$ 36,921**	**$ 26,620**	**138.70%**	**$ 36,921**
Pass Through Revenue	**$ 325,000**	**$ -**	**$ -**	**$ -**	**$ 325,000**	**$ 650,000**	**50.00%**	**$ 325,000**
TOTAL REVENUES	**$ 1,712,249**	**$ 481,693**	**$ 538,517**	**$ 1,020,210**	**$ 2,732,459**	**$ 8,643,409**	**31.61%**	**$ 2,732,459**
Expenses								
Operating								
Personnel	$ 1,061,475	$ 522,541	$ 371,143	$ 893,684	$ 1,955,159	$ 5,221,454	37.44%	$ 1,955,159
Contract						750,000	0.00%	
Vehicle Fuel	87,700	26,076	25,378	51,454	139,154	366,800	37.94%	139,154
Sales Tax on Fuel	202				202	1,000	20.20%	202
Repair and Maintenance	30,776	17,984	15,773	33,757	64,533	324,870	19.86%	64,533
Insurance	88,133	25,831	25,831	51,663	139,796	339,000	41.24%	139,796
Reproduction & Printing	71				71	1,500	4.71%	71
Facility Rent	42,482	14,358	14,161	28,519	71,001	173,000	41.04%	71,001
Facility Utilities	31,142	11,455	11,391	22,846	53,988	177,800	30.36%	53,988
Telephone	11,335	4,685	3,595	8,280	19,615	51,460	38.12%	19,615

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2025 through November 30, 2025

		TO Fund Activity			Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	Oct & Nov	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Expenses Continued								
Supplies	8,502	3,355	2,410	5,766	14,268	35,150	40.59%	14,268
Advertising & Public Relations	1,669	784	474	1,259	2,928	20,000	14.64%	2,928
License & Permits	634		58	58	692	750	92.20%	692
Dues, Subscriptions and Publications	8,126	2,859	2,691	5,550	13,676	50,660	27.00%	13,676
Professional Services	28,508	9,487	17,551	27,038	55,546	183,000	30.35%	55,546
Bank Fees	1,800	587	601	1,188	2,988	8,250	36.21%	2,988
Training			2,075	2,075	2,075	12,000	17.29%	2,075
Travel	2,753	783	2,773	3,556	6,309	27,000	23.37%	6,309
Reimbursed Travel	451		(455)	(455)	(4)		-100.00%	(4)
Miscellaneous Expenses	4,714	2,032	637	2,669	7,383	63,442	11.64%	7,383
ICAP - 10%	103,500	21,500		21,500	125,000	125,000	100.00%	125,000
Depreciation/Amortization/Warranty	341,667	117,616	111,974	229,590	571,258	1,484,219	38.49%	571,258
Total Operating	**$ 1,855,641**	**$ 781,935**	**$ 608,061**	**$ 1,389,996**	**$ 3,245,636**	**$ 8,666,355**	**37.45%**	**$ 3,245,636**
Capital Outlay								
Equipment under $5000	$ -	$ 8,958	$ 4,566	$ 13,525	$ 13,525	$ 105,850	12.78%	$ 13,525
Disposal of Capital Assets							100.00%	
Reimbursed Capital Expenses							100.00%	
Total Capital Outlay	**$ -**	**$ 8,958**	**$ 4,566**	**$ 13,525**	**$ 13,525**	**$ 105,850**	**12.78%**	**$ 13,525**
Other Financing Sources								
Capital Outlay (In) Out	$ (355,626)	$ (8,958)	$ (12,969)	$ (21,927)	$ (377,553)	$ (861,663)	43.82%	$ (377,553)
Transfer (In) Out	64,962	130	274	404	65,366	98,991	66.03%	65,366
Total Other Financing Sources	**$ (290,664)**	**$ (8,829)**	**$ (12,695)**	**$ (21,524)**	**$ (312,187)**	**$ (762,672)**	**40.93%**	**$ (312,187)**
Pass Through Expenses	$ 325,000	$ -	$ -	$ -	$ 325,000	$ 650,000	**50.00%**	$ 325,000
TOTAL EXPENSES	**$ 1,889,977**	**$ 782,065**	**$ 599,932**	**$ 1,381,997**	**$ 3,271,973**	**$ 9,409,533**	**34.77%**	**$ 3,271,973**
Increase / (Decrease) to Fund Balance	**$ (177,728)**	**$ (300,372)**	**$ (61,415)**	**$ (361,787)**	**$ (539,514)**	**$ (766,124)**	**70.42%**	**$ (539,514)**

Tahoe Transportation District
Park Tahoe Fund
Statement of Operations
July 1, 2025 through November 30, 2025

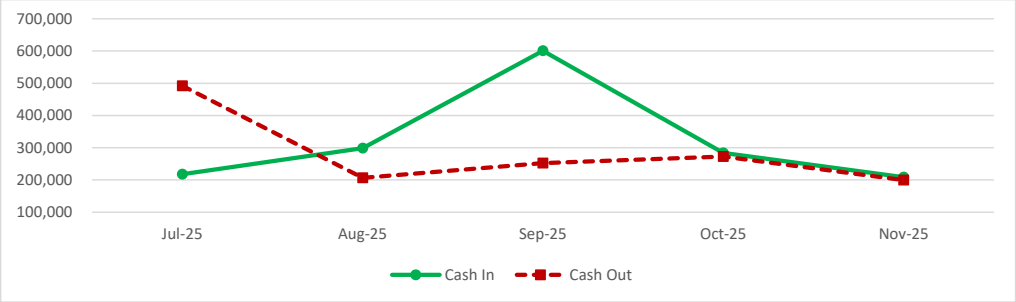
		Park Tahoe Activity			Actual vs Budget			Park Tahoe			
	1st Qtr	Oct	Nov	Oct & Nov	YEAR TO DATE	Board Approved Budget	Var %	Ponderosa Ops	Ponderosa NC	Park Tahoe General	Program YTD
Revenues											
Charges for Services											
Parking Ops - Meters	$ 318,343	$ 41,319	$ 23,680	$ 64,999	$ 383,342	$ 725,000	52.87%	$ 383,342	$ -	$ -	$ 383,342
Parking Ops - Events						900	0.00%				
Parking Non Compliance	13,115	4,533	3,124	7,656	20,771	51,000	40.73%		20,771		20,771
Total Charges for Services	**$ 331,457**	**$ 45,852**	**$ 26,804**	**$ 72,656**	**$ 404,113**	**$ 776,900**	**52.02%**	**$ 383,342**	**$ 20,771**	**$ -**	**$ 404,113**
Contributions	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 15,000**	**0.00%**	**$ -**	**$ -**	**$ -**	**$ -**
Special Items											
Misc Revenue	$ -	$ -	$ -	$ -	$ -	$ 20	0.00%	$ -	$ -	$ -	$ -
Interest Revenue	5,790	2,397	1,927	4,324	10,114	15,000	67.43%	10		10,104	10,114
Total Special Revenues	**$ 5,790**	**$ 2,397**	**$ 1,927**	**$ 4,325**	**$ 10,114**	**$ 15,020**	67.34%	**$ 10**	**$ -**	**$ 10,104**	**$ 10,114**
TOTAL REVENUES	**$ 337,247**	**$ 48,249**	**$ 28,731**	**$ 76,980**	**$ 414,227**	**$ 806,920**	**51.33%**	**$ 383,352**	**$ 20,771**	**$ 10,104**	**$ 414,227**
Expenses											
Personnel	$ 25,131	$ 10,520	$ 7,520	$ 18,040	$ 43,170	$ 160,058	26.97%	$ 19,415	$ 23,755	$ -	$ 43,170
Contracts		10,266		10,266	10,266	169,860	6.04%	10,266			10,266
Vehicle Fuel						2,100	0.00%				
Professional Services	8,347	627	2,027	2,654	11,001	46,475	23.67%	8,422	2,579		11,001
Insurance						8,500	0.00%				
Reproduction & Printing	63				63	2,800	2.26%	63			63
Rent						700	0.00%				
Telephone	498	161	161	323	821	2,500	32.82%	410	410		821
Subscriptions, Publications, Dues	270	80	80	159	429	650	66.07%	215	215		429
License & Permits						25,000	0.00%				
Equipment Not Transferred						500	0.00%				
Supplies incl Postage	300	2,196		2,196	2,496	4,400	56.73%	2,242	254		2,496
Repairs & Maintenance						6,200	0.00%				
Admin Fees	33,146	4,588	2,680	7,269	40,414	77,690	52.02%	38,334	2,080		40,414
Travel - Auto	121				121	1,040	11.63%	121			121
Bank / CC Fees	11,792	2,760	1,667	4,428	16,220	32,600	49.75%	15,832		388	16,220
Misc Fees						5,000	0.00%				
Interest	15	5	5	10	25	192	12.97%	25			25
Amortization	585	195	195	390	976	4,636	21.04%	976			976
TOTAL OPERATING EXPENSES	**$ 80,267**	**$ 31,399**	**$ 14,335**	**$ 45,734**	**$ 126,001**	**$ 550,901**	22.87%	**$ 96,320**	**$ 29,294**	**$ 388**	**$ 126,001**

Tahoe Transportation District
Park Tahoe Fund
Statement of Operations
July 1, 2025 through November 30, 2025

Other Funding Sources - Revenues														
Revenues														
Transfers (In) Out	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	100.00%	$ -	$ -	$ -	$ -	$ -
Total Other Financing Sources	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	100.00%	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Expenses and Other Funding Sources	$ 80,267	$ 31,399	$ 14,335	$ 45,734	$ 126,001	$ 550,901	22.87%	$ 96,320	$ 29,294	$ 388	$ 126,001			
Increase /(Decrease) to Fund Balance	**$ 256,980**	**$ 16,850**	**$ 14,396**	**$ 31,246**	**$ 288,226**	**$ 256,019**	**112.58%**	**$ 287,032**	**$ (8,522)**	**$ 9,716**	**$ 288,226**			

Tahoe Transportation District
Governmental Funds Cash Flow
July 1, 2025 through November 30, 2025

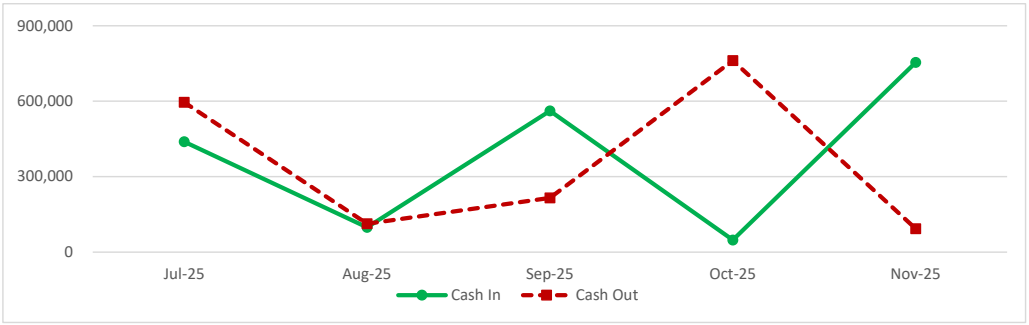
GENERAL FUND



Cash In Source	Total	RCMF	Transfer from other funds for PR Liab	ICAP	Admin Fees	Local Revenue / Contri-butions	Misc Receipts
Jul-25	217,959	2,581	176,019	20,029	12,493	5,000	1,837
Aug-25	298,566	11,954	174,332	48,409	11,446	50,735	1,691
Sep-25	600,606	14,114	186,948	42,069	9,207	346,500	1,767
Oct-25	283,940	5,237	233,569	26,217	4,588	12,500	1,830
Nov-25	208,619	23,907	176,429	3,463	2,680	0	2,140

Cash Out Source	Total	Net Payroll	PR Liabilities	Match To CIP	Vendor Payments	Net
Jul-25	492,078	16,012	428,534.59	128.71	47,402.86	**(274,120)**
Aug-25	206,617	16,953	168,900.01	161.97	20,601.60	**91,949**
Sep-25	252,130	16,920	181,917.01	257.42	53,035.53	**348,476**
Oct-25	273,005	27,463	224,783.09	326.71	20,432.55	**10,935**
Nov-25	199,557	19,866	169,312.74	327.04	10,051.40	**9,062**

CIP FUND

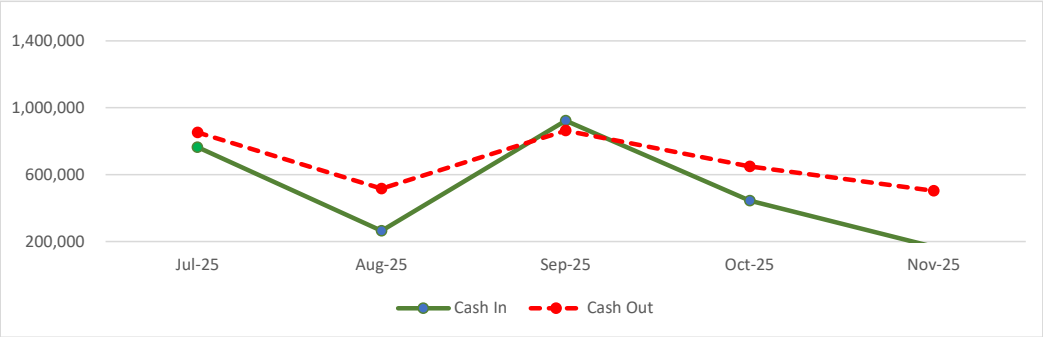


Cash In Source	Total	FTA	SMART, Conserve NV	Caltrans - US 50	NDOT - FTA 5339, STBG & INFRA	TRPA - SMH, TDA-SGR	Contrib /Other	Match
Jul-25	438,939	209,832	65,849	7,056	76,826	15,473	124	63,780
Aug-25	98,142	0	45,696	5,712	1,162	23,541	21,825	207
Sep-25	561,830	0	123,209	0	124,374	18,459	294,264	1,524
Oct-25	48,429	22,273	0	729	0	24,373	597	456
Nov-25	754,127	8,958	211,378	6,678	473,639	24,346	28,528	601

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	LOC	Net
Jul-25	595,610	13,839	9,057	1,695	571,019		**(156,671)**
Aug-25	113,207	11,798	8,225	2,112	91,071		**(15,065)**
Sep-25	216,056	19,561	12,095	3,201	181,199		**345,774**
Oct-25	761,563	29,470	16,966	4,716	710,410		**(713,134)**
Nov-25	93,226	20,357	12,822	3,463	56,585		**660,901**

Tahoe Transportation District
Enterprise Funds Cash Flow
July 1, 2025 through November 30, 2025

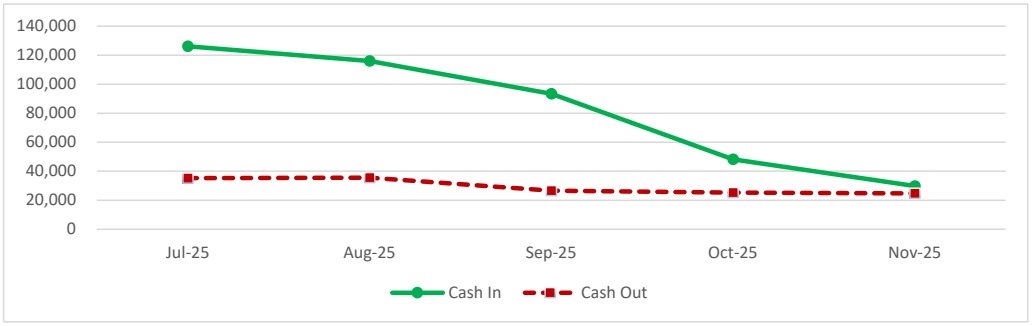
TRANSIT OPERATIONS FUND



Cash In Source	Total	FTA 5307	NDOT 5311	TDA incl SGR	Insurance Claims	Farebox Contri-butions	Misc Receipts	Interest	Sale of Fixed Asset
Jul-25	764,125	502,856	0	86,782	148,135	0	23,504	2,847	0
Aug-25	264,660	261,587	0	0	0	0	662	1,980	431
Sep-25	922,854	0	510,255	0	0	85,000	325,000	2,599	0
Oct-25	445,028	305,633	0	136,275	0	0	758	2,363	0
Nov-25	168,239	165,132	0	0	0	0	0	1,577	1,530

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	Match	Net
Jul-25	852,603	214,982	163,304	18,334	392,331	63,651	**(88,478)**
Aug-25	516,248	209,330	163,326	46,297	97,251	45	**(251,588)**
Sep-25	863,075	217,993	170,674	38,868	434,274	1,266	**59,779**
Oct-25	648,486	308,248	213,587	21,500	105,021	130	**(203,458)**
Nov-25	503,433	207,140	161,321	0	134,698	274	**(335,194)**

PARKING SYSTEMS FUND



Cash In Source	Total	Parking Meter Revenue	Non-Comp Revenue	Contri-butions	Misc Receipts	Interest
Jul-25	126,137	120,812	3,374	0	0	1,951
Aug-25	116,022	110,377	3,908	0	0	1,737
Sep-25	93,449	87,154	4,193	0	0	2,102
Oct-25	48,131	41,319	4,415	0	0	2,397
Nov-25	29,818	23,694	4,197	0	0	1,927

Cash Out Source	Total	Net Payroll	PR Liabilities	Vendor Payments	Admin Fees	Net
Jul-25	35,285	6,826	3,280	12,685	12,493	**90,853**
Aug-25	35,548	6,170	2,781	15,151	11,446	**80,473**
Sep-25	26,659	6,245	2,928	8,279	9,207	**66,790**
Oct-25	25,281	7,504	3,016	10,173	4,588	**22,850**
Nov-25	24,705	5,233	2,287	14,505	2,680	**5,113**

Grant Status Report **February 2026**

.	Funder	Work Program	Grant Name	Project	$$ Requested	Min Match %	Match $$	Match From	Submitted	Award Date	Awarded?	Status
1	US DOT	3.3.3B NV Stateline to Stateline Bikeway	RAISE 2024	Sand Harbor to Thunderbird Cove	$ 24,026,333	0%	$ -	N/A	Yes - 02/2024	Jun-24	Yes	Awarded - Pending Agreement
2	Senate Appropriations Committee	3.3.3 NV Stateline to Stateline Bikeway	FY2024 Community Project Funding for Nevada	Thunderbird Cove to Secret Harbor	$ 5,000,000	0%	$ -	N/A	Yes - 03/2023	Mar-24	Yes	Awarded - Pending Agreement; Subject to Federal Review
3	FHWA	3.3.3B NV Stateline to Stateline Bikeway	Active Transportation Infrastructure Investment Program (ATIIP)	Sand Harbor to Thunderbird Cove	$ 7,500,000	20%	$ 1,500,000.00	Conserve NV	Yes - 06/2024	Jan-25	No	Not awarded
4	Senate Appropriations Committee	3.11 - Transit Corp Yard Facility Project	FY2023 Community Project Funding for Nevada	Transit Maintenance and Admin Facility	$ 2,000,000	20%	$ 400,000	N/A	Yes - 04/2022	Mar-24	Yes	Awarded - Pending Agreement; Subject to Federal Review
5	Department of Conservation and Natural Resources	3.3.3B NV Stateline to Stateline Bikeway	Conserve Nevada	Sand Harbor to Thunderbird Cove	$ 2,000,000	10%	$ 200,000	USFS-SNPLMA	Yes - 10/2024	TBD	Yes	Awarded- Pending Bond Sale and Agreement
6	Department of Conservation and Natural Resources	3.3.3A NV Stateline to Stateline Bikeway	Conserve Nevada	Thunderbird Cove to Secret Harbor	$ 2,000,000	10%	$ 200,000.00	Tahoe Fund	Yes-10/2024	Nov-24	Yes	Awarded
7	Department of Conservation and Natural Resources	3.3.1 NV Stateline to Stateline Bikeway	Conserve Nevada	Nevada Stateline to Stateline Bikeway Laura Drive to Stateline Ave	$ 1,000,000	10%	$ 100,000.00	STBG	Yes -10/2024	TBD	Yes	Awarded- Pending Bond Sale and Agreement
8	Senate Appropriations Committee	3.11 - Transit Corp Yard Facility Project	FY2025 Community Project Funding for Nevada	Transit Maintenance and Admin Facility	$ 2,000,000	20%	$ 400,000	Douglas County Gas Tax	Yes	Unknown	Pending	Pending Decision; Subject to Federal Review
9	Senate Appropriations Committee	3.3.3B NV Stateline to Stateline Bikeway	FY2026 Community Project Funding for Nevada	Sand Harbor to Thunderbird Cove	$ 5,000,000	5%	$ 263,158	Conserve Nevada	4/9/2025	Unknown	Pending	Pending Decision; Subject to Federal Review
10	Senate Appropriations Committee	3.3.1A NV South Demo Phase 1A	FY2026 Community Project Funding for Nevada	Nevada Stateline to Stateline Bikeway Laura Drive to Stateline Ave	$ 5,000,000	5%	$ 263,158	Conserve Nevada	4/9/2025	Unknown	Pending	Pending Decision; Subject to Federal Review
11	Senate Appropriations Committee	3.1B Bellamy to Van Sickle Bikeway Project	FY2026 Community Project Funding for Nevada	Stateline to Van Sickle Multi-Use Path	$ 5,000,000	5%	$ 263,158	TBD	4/9/2025	Unknown	Pending	Pending Decision; Subject to Federal Review
12	US DOT	3.3.1A NV South Demo Phase 1A	Safe Streets and Roads for All (SS4A) 2025	Nevada Stateline to Stateline Bikeway Laura Drive to Stateline Ave	$ 2,907,000	20%	$ 726,750	Conserve Nevada	Yes	Dec-25	Yes	Awarded - Pending Agreement
13	TRPA	4.7 - Transit Operations	2025 Regional Grant Program	Free to User Transit Program	$ 1,000,000	11.47%	$ 129,561	Transportation Development Credits	Yes	Oct-25	Yes	Awarded in Full - Pending Agreement
14	TRPA	4.7 - Transit Operations	2025 Regional Grant Program	Route 51 Evening Service	$ 500,000	11.47%	$ 200,000	TDVA	Yes	Oct-25	Yes	Partial Award ($192K) - Pending Agreement
15	TRPA	4.7 - Transit Operations	2025 Regional Grant Program	Emerald Bay Travel Management	$ 900,000	11.47%	$ 116,607	Tahoe Fund/ EDC Mitigation Fees	Yes	Oct-25	Yes	Partial Award ($538K) - Pending Agreement
16	TRPA	3.3.3B NV Stateline to Stateline Bikeway	2025 Regional Grant Program	SR 28 Central Corridor- Sand Harbor to Thunderbird Cove	$ 3,253,362	5%	$ 171,230	Tahoe Fund/Conserve NV	Yes	Oct-25	Yes	Awarded in Full - Pending Agreement
17	FTA	3.17.2 - Spooner Mobility Hub	FTA 5339(a) Funds (NV UZA Transfer)	SR28 Spooner Mobility Hub	$ 1,750,000	20%	$ 437,500	TBD	Yes	Aug-25	Yes	Awarded Pending FTA Agreement
18	FTA	3.17.1 - Incline Village Mobility Hub	FTA 5339(a) Funds (NV UZA Transfer)	Tahoe Mobility Hub - Washoe County	$ 2,700,000	20%	$ 675,000	TBD	Yes	Aug-25	Yes	Awarded Pending FTA Agreement
19	FTA	3.11 - Transit Corp Yard Facility Project	FTA 5339(a) Funds (NV UZA Transfer)	TTD Transit Fleet and Administration Facility	$ 1,910,000	20%	$ 477,500	Congressionally Directed Sepending	Yes	Aug-25	Yes	Awarded Pending FTA Agreement
20	FTA	3.3.3B NV Stateline to Stateline Bikeway	FTA 5339(a) Funds (NV UZA Transfer)	SR 28 Central Corridor - Sand Harbor to Thunderbird Cove - Trail, Transit, and Safety Improvements	$ 500,000	20%	$ 125,000	Conserve NV/ Tahoe Fund	Yes	Aug-25	Yes	Awarded Pending FTA Agreement
21	FTA	3.3.3 - SR 28 Central Corridor	FTA 5339(a) Funds (NV UZA Transfer)	SR 28 Central Corridor - Thunderbird Cove to Secret Harbor - Parking, Transit, Trail, and Safety Improvements	$ 1,500,000	20%	$ 375,000	Conserve NV/ Tahoe Fund	Yes	Aug-25	Yes	Awarded Pending FTA Agreement
22	NDSL	SB 426	Lake Tahoe License Plate Grant	Lake Tahoe Basin Scenic Byway Corridor Safety Zone Signage (Senate Bill 426)	$ 130,000	25%	$ 32,500	Park Tahoe	Yes	TBD	Pending	Pending Decision

MEMORANDUM

Date: January 28, 2026

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff – Joanie Schmitt, CFO

Subject: TTD's Fiscal Year 2024-25 Single Audit Report

Requested Action: Review and Recommend Acceptance
It is requested the Committee review and recommend acceptance of TTD's Fiscal Year 2024-2025 (FY25) Single Audit Report (Attachment A) as presented.

Background:
Each fiscal year, an independent auditor is engaged to review the prior year's financial activity to ensure that TTD remains financially sound and that its practices comply with applicable accounting standards. Two audits are required annually: the Standard Financial Audit and the Single Audit, pursuant to the Office of Management and Budget (OMB) A-133 requirements. The Single Audit is required because TTD expended more than $750,000 on federally funded expenditures during the fiscal year. The purpose of the Single Audit is to provide assurance to the U.S. Federal Government regarding the management and use of federal funds by grant recipients.

The FY25 Standard Financial Audit was accepted by the Board at its December 3, 2025, meeting. Completion of the Single Audit was delayed because the OMB did not issue the required compliance supplement until late November. Once issued, the Single Audit proceeded and was completed in December.

The Single Audit was conducted by Davis Farr LLP. This audit represents the first year of a three-year contract, which includes two optional one-year extensions.

Discussion:
A summary of the auditor's results for the Single Audit is provided on page 8 of the report (Attachment A). Staff is pleased to report that the auditors issued an unmodified opinion on the financial statements, with no material weaknesses or significant deficiencies identified in internal controls over financial reporting or compliance for the major programs. The audit disclosed no reportable findings and TTD is considered a low-risk auditee, as defined by OMB Circular A-133.

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. FY25 Single Audit Report

TAHOE TRANSPORTATION DISTRICT

Single Audit Report on Federal Awards

Year ended June 30, 2025

TAHOE TRANSPORTATION DISTRICT

Single Audit Report on Federal Awards

Fiscal Year Ended June 30, 2025

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DavisFarr
CERTIFIED PUBLIC ACCOUNTANTS

Davis Farr LLP
18201 Von Karman Avenue | Suite 1100 | Irvine, CA 92612
Main: 949.474.2020 | Fax: 949.263.5520

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

Board of Directors
Tahoe Transportation District
Stateline, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities and each major fund of the Tahoe Transportation District (District), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated November 21, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect of the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Davis Farr LLP

Irvine, California
November 21, 2025

DavisFarr
CERTIFIED PUBLIC ACCOUNTANTS

Davis Farr LLP
18201 Von Karman Avenue | Suite 1100 | Irvine, CA 92612
Main: 949.474.2020 | Fax: 949.263.5520

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditor's Report

Board of Directors
Tahoe Transportation District
Stateline, Nevada

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Tahoe Transportation District's (District's) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2025. The District's major federal programs are identified in the Summary of Auditor's Results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance

with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilit*y for the Audit of Compliance*

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal*

control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of the District as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon, dated November 21, 2025, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Irvine, California
December 30, 2025, except for the Schedule of Expenditure of Federal Awards as to which the date is November 21, 2025

TAHOE TRANSPORTATION DISTRICT
Schedule of Expenditures of Federal Awards
Year ended June 30, 2025

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Assistance Listing Number	Program Identification Number	Federal Financial Assistance Expenditures
U.S. Department of Transportation			
Direct Assistance:			
Strengthening Mobility and Revolutionizing Transportation Program	20.941	SMARTFY22N1P1G41	$ 514,383
Highway Planning and Construction Program:			
Passed through the California Department of Transportation:			
Federal Transit Administration Surface Transportation	20.205	STPLN-6478(005) Z230	82,421
Federal Highway Administration Congestive Mitigation Air Quality	20.205	STPLN-6478(005) Z400	8,434
Passed through the Nevada Department of Transportation (NDOT):			
Federal Transit Administration Surface Transportation	20.205	PR403-21-063	12,538
Federal Transit Administration Surface Transportation	20.205	PR496-21-063	68,033
Federal Transit Administration Surface Transportation	20.205	PR463-22-063	549,987
Federal Transit Administration Surface Transportation	20.205	PR462-22-063	256,695
Federal Transit Administration Surface Transportation	20.205	PR486-24-063	65,008
Federal Transit Administration Surface Transportation	20.205	PR675-24-063	24,099
Total Highway Planning and Construction			1,067,215
Transit Services Programs Cluster			
Direct Assistance:			
Federal Transit Administration Section 5310 Program	20.513	NV-2019-015-00	35,187
Federal Transit Administration Section 5310 Program	20.513	NV-2025-001-00	64,333
Federal Transit Administration Section 5310 Program	20.513	NV-2024-015-00	9,060
Total Transit Services Programs Cluster			108,580
Federal Transit Cluster			
Direct Assistance:			
Federal Transit Administration Section 5339 Program FY17	20.526	NV-2020-004-00	24,519
Federal Transit Administration Section 5339(C) Program FY19	20.526	NV-2020-012-00	286,534
Federal Transit Administration Section 5339 Program FY20 & 21	20.526	NV-2022-013-00	12,579
Federal Transit Administration Section 5339(C) Program FY23	20.526	NV-2024-004-00	3,400,000
Formula Grants for Urban Areas:			
Federal Transit Administration Section 5307 Program (CMAQ)	20.507	NV-2025-002-00	500,000
Federal Transit Administration Section 5307 Program (CMAQ)	20.507	NV-2024-001-00	500,000
Federal Transit Administration Section 5307 Program	20.507	NV-2021-015-00	141,696
Federal Transit Administration Section 5307 Program	20.507	NV-2022-012-00	1,204,788
Passed through NDOT:			
Federal Transit Administration Section 5339 Program	20.526	PR455-23-802	2,080,800
Federal Transit Administration Section 5339 Program	20.526	PR742-23-802	7,263
Total Federal Transit Cluster			8,158,179
Formula Grants for Rural Areas and Tribal Transit Programs:			
Passed through NDOT:			
Federal Transit Administration Section 5311 Program	20.509	PR448-23-802	1,546,931
Federal Transit Administration Surface Transportation	20.509	MULTI RTAP	12,064
Total Forumla Grants for Rural Areas and Tribal Transit Programs			1,558,995
Total U.S. Department of Transportation			11,407,352
U.S. Department of Interior			
U.S. Fish and Wildlife Service:			
Passed through Tahoe Regional Planning Agency:			
Fish and Wildlife Management Assistance	15.608	24C00012A	849
Total U.S. Department of Interior			849
Total Expenditures of Federal Awards			$ 11,408,201

See accompaning Notes to Schedule of Expenditure of Federal Awards

TAHOE TRANSPORTATION DISTRICT

Notes to Schedule of Expenditures of Federal Awards

Year ended June 30, 2025

(1) Summary of Significant Accounting Policies Applicable to the Schedule of Expenditures of Federal Awards

Scope of Presentation

The accompanying Schedule of Expenditures of Federal Awards (Schedule) presents only the expenditures incurred by the Tahoe Transportation District (District) that are reimbursable under programs of federal agencies providing financial awards. For the purposes of this Schedule, financial awards include federal awards received directly from a federal agency, as well as federal funds received indirectly by the District from a non-federal agency or other organizations. Only the portions of program expenditures reimbursable with such federal funds are reported in the accompanying schedule. Program expenditures in excess of the maximum reimbursement authorized or the portion of the program expenditures that were funded with other state, local, or other non-federal funds are excluded from the accompanying schedule.

Basis of Accounting

The expenditures included in the accompanying Schedule were reported on the accrual basis of accounting. Under the accrual basis of accounting, expenditures are recognized when incurred. Expenditures reported include any property or equipment acquisitions incurred under the federal program. The District elected to use the 10% de minimis cost rate during the year ended June 30, 2025.

Subrecipients

The District did not pass through any federal funds to subrecipients during the year ended June 30, 2025.

TAHOE TRANSPORTATION DISTRICT

Schedule of Findings and Questioned Costs

Year ended June 30, 2025

Section I - Summary of Auditor's Results

Financial Statements

1. Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
2. Internal control over financial reporting:	
a. Material weakness(es) identified?	No
b. Significant deficiency(ies) identified?	None Reported
3. Noncompliance material to the financial statements noted?	No

Federal Awards

1. Internal control over major programs:	
a. Material weakness(es) identified?	No
b. Significant deficiency(ies) identified?	None Reported
2. Type of auditors' report issued on compliance for major programs:	Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516 (a)?	No
4. Identification of major programs:	
CFDA Number	Name of Federal Program or Cluster
20.507 & 20.256	Federal Transit Cluster
5. Dollar threshold used to distinguish between Type A and Type B programs:	$750,000
6. Auditee qualified as a low-risk auditee?	Yes

TAHOE TRANSPORTATION DISTRICT

Schedule of Findings and Questioned Costs

Year ended June 30, 2025

Section II - Findings Related to the Financial Statements which are Required to be Reported in Accordance with Generally Accepted Government Auditing Standards (GAGAS)

There were no findings required to be reported in accordance with GAGAS.

Section III - Findings and Questioned Costs Related to Federal Awards

There were no findings required to be reported under 2 CFR 200, paragraph .516 of the Uniform Guidance.

TAHOE TRANSPORTATION DISTRICT

Summary Schedule of Prior Year Findings

Year ended June 30, 2025

Status of Prior Year Audit Findings:

There were no prior audit findings requiring follow-up from the year ended June 30, 2024.

MEMORANDUM

Date: January 28, 2026

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff – Tara Styer, Deputy Executive Director; Joanie Schmitt, CFO

Subject: Fiscal Year 2026 Park Tahoe® Budget

Action Requested: None – Informational Only

It is requested; Committee to receive this informational update regarding the fiscal year 2026 (FY26) budget for the Park Tahoe fund.

Fiscal Analysis:

The FY26 Park Tahoe Budget included funding for both the Ponderosa and Chimney parking lots. The opening of the Chimney parking lot has been delayed, as a United States Forest Service (USFS) special use permit is required to operate paid parking at the Chimney Beach parking lot. As a result, staff is reallocating $25,653 from the Chimney contracts budget to the Ponderosa professional services budget.

The Ponderosa parking lot is projected to generate approximately $25,000 in additional parking meter revenue under the current FY26 budget, contingent upon reopening on March 1, 2026, (weather permitting). Accordingly, staff will also shift $25,000 in parking meter revenue from Chimney to Ponderosa. These adjustments result in no net fiscal impact. Revenue generated from paid parking at the Ponderosa parking lot reimburses the Operations and Maintenance (O&M) costs on the East Shore Trail (EST) and at the Ponderosa parking lot.

Background:

The EST opened in 2019, and the Ponderosa parking lot opened in 2020. TTD in coordination with the State Route 28 (SR 28) Corridor Management Team (CMT) has used adaptive management practices over the past six years to determine maintenance intervals on different elements of the facilities. When damage or normal wear and tear occurs at the Ponderosa parking lot or along the EST, the CMT uses parking revenues to quickly make repairs and keep the facilities in good condition. Visitors at the Ponderosa parking lot indicate they are willing to pay for parking because the revenues are reinvested into the facilities. Staff, along with the CMT, developed the FY26 budget and included operations and maintenance expenses for the Chimney Beach parking lot as the lot was expected to open in summer 2025. However, Tahoe Regional Planning Agency (TRPA) permit conditions were not met last summer, and the parking lot is now expected to open in spring 2026.

The EST is comprised of six bridges, which are due to routine inspection. Similarly, the shelters that hold the portable restrooms require updates, as the polycarbonate panels have been damaged and broken by snow removal along SR 28.

Discussion:

At the August 2025 CMT meeting, TTD, Nevada Department of Transportation (NDOT) and Nevada Division of State Parks (NDSP), discussed bridge inspections for the EST. Following the CMT meeting, NDOT referred staff to a bridge inspection team. Subsequently staff notified NDSP, who is responsible for the O&M on the trail. Ultimately, NDSP awarded a contract to Stantec Consulting Services Inc (Stantec) for $16,652.50 and they will manage the project. The inspection is tentatively scheduled for April 2026.

The initial inspection will establish a baseline condition report, provide asset recommendations to support bridge management and safety, and provide a checklist for staff to utilize during routine maintenance activities. The contract progressed quickly, and the CMT believes it is valuable to complete inspection in the spring. While the cost of the inspection is not listed as a line item in the FY26 Ponderosa parking budget, there are adequate contract funds in the Chimney Beach parking budget that can be shifted to the Ponderosa parking budget to ensure the inspection is completed before the end of this fiscal year.

As the shelter panels began to warp, bend, and break, staff researched replacement options. After reviewing available alternatives and considering the need for increased durability due to the proximity to the highway, the CMT selected 8-gauge steel panels with cutouts (image on the left) to replace the remaining polycarbonate panels. The cutouts (shown in blue) allow air flow, and the panels will be reinforced to prevent damage from the force and impact from snow removal activities.

There are two shelters, and each requires six panels. The CMT agreed to purchase six panels during this fiscal year and budget for the remaining six in the next fiscal year. The cost per panel is $1,500, for a total of $9,000. While this expense was not included it can also be covered with contract services line item in the Chimney Beach parking budget. While these expense total

over $25,000, there will still be an adequate balance, approximately $42,800, to cover operations and maintenance at Chimney Beach parking when it opens this spring.

Additional Information:

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

Attachment:

N/A

MEMORANDUM

Date: January 28, 2026

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff – Tyler Wood, Capital Projects Manager

Subject: Recommend the TTD Board of Directors Award a Contract to CA Group of Reno, Nevada for Alternative Delivery Program Management, in an Amount Not to Exceed $149,690

Action Requested:
It is requested the Committee recommend the TTD Board of Directors award a contract to CA Group of Reno, Nevada for Alternative Delivery Program Development Services in an amount not to exceed $149,690 as provided in the draft Service Agreement between TTD and CA Group that includes detailed costs, scope of work and schedule (Attachment A).

Fiscal Analysis:
The development of programmatic documents for TTD to become eligible to deliver CMAR Projects cannot be funded by the specific project grants. As such, under a generous contribution, all expenditures associated with this agreement will be funded by the Tahoe Fund.

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 FY26 work program, with corresponding allotted staff time.

Background:
This contract will provide assistance to the TTD CIP to develop Alternative Delivery Program policy, procedures, and guidelines, which can be applied to the East Shore Trail Sand Harbor to Thunderbird Project. An alternative delivery program is required by NDOT and FHWA in order to proceed with project delivery via the Construction Manager At-Risk (CMAR) method. Once developed and approved, the TTD Alternative Delivery Program may also be utilized for future projects in Nevada.

CMAR was identified as an alternate delivery method for the Sand Harbor to Thunderbird Project early in the project planning process, and its potential use was documented in the RAISE Grant application, agreement, and in the NDOT LPA agreement.

CMAR delivery is well suited for technically challenging projects with potential for high risk. The process involves procuring a general contractor, based on qualifications, to serve as a Construction Manager (CM) to assist the design team with constructability, pricing, and proposing innovative construction strategies during the preconstruction phase. An Independent Cost Estimator (ICE) is also procured early in the preconstruction phase to provide independent pricing. Both the CM and ICE provide Opinion of Probable Construction Costs (OPCC)s at predetermined milestones of the

project, with the intent of reaching a consensus on the Guaranteed Maximum Price (GMP) prior to the CM securing a construction contract.

Discussion:
TTD staff released a Request for Proposals on November 26, 2025, for Alternative Delivery Program Management. Three qualifying proposals were received from; Accenture Infrastructure and Capital Projects, LLC; CA Group, Inc.; and Rock Solid Project Solutions, Inc. An evaluation team comprised of staff from TTD, Washoe County RTC, and Tahoe Fund reviewed the proposals and selected a consultant based on the team's responsiveness, project understanding, response to the scope of work, and experience.

CA Group was determined to be the most qualified of the three proposers based on their understanding of Alternative Delivery processes, experience of their team, and TTD's capital project goals. Staff issued a Notice of Intent to Award to all proposing firms on January 14, 2026. CA Group 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 Tyler Wood at (775) 589-5508 or twood@tahoetransportation.org.

Attachment:
A. Service Agreement

AGREEMENT FOR SERVICES
BETWEEN
TAHOE TRANSPORTATION DISTRICT
AND
CA Group, Inc.

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 2026 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, ("District") and CA Group, Inc. ("Contractor"). District and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District has sought, by request for proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the District to perform those services.

C. District has authority to enter into this Agreement and the District's Executive Director has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for One (1) Year.

SECTION 2. SCOPE OF SERVICES & TASK ORDERS.

(a) The parties will execute individual written task orders (each a "Task Order") that identify specific services and deliverables (the "Services") to be provided for

specific tasks identified in the scope of work for projects in District's Capital Improvement Program. Consultant shall provide all personnel, materials, subconsultants, vehicles, equipment and other resources necessary to provide the Services.

(b) Consultant shall not proceed with any work before the parties execute a Task Order. District and Consultant shall first meet to discuss the scope of the Task Order. Following that meeting, Consultant shall provide District with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the work, and a not-to-exceed cost itemization to complete the work. In response, District shall prepare a Task Order for execution by the parties. The Task Order shall specify the period for performance for each task which must not extend beyond the term of this Agreement. No payment will be made for any work performed either before or after the dates specified in the Task Order. No payment will be made for any work performed prior to execution of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

(c) Even after execution of a Task Order, Consultant shall not proceed with the work unless and until District provides written notice and authorization to proceed with the task. The written notice and authorization to proceed with the task must be explicitly stated in the Task Order or in a separate letter or email. No payment will be made for any work performed on a task prior to written notice and authorization to proceed with the task.

(d) Task Orders shall identify deliverables to be provided by Consultant for each task. Written deliverables shall be delivered to District in hard copies and electronic copies. Electronic copies shall be delivered in pdf and editable formats using programs and software approved by District.

(f) District shall review the Services at milestones specified in the Task Order. District shall decide all questions pertaining to the quality or acceptability of the Services.

SECTION 2. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Forty Nine Thousand, Six Hundred and Ninety dollars ($149,690.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. District shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by District, District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 4. PROGRESS REPORTS.

(a) Consultant shall submit progress reports to District at intervals identified in the Task Order. At a minimum, Consultant shall submit progress reports to District with every invoice.

(b) Progress reports shall be sufficiently detailed for District to determine if Consultant is performing to expectations and is on schedule. Progress reports will communicate interim findings and afford occasions for airing difficulties or special circumstances encountered so that solutions can be developed. Progress reports shall include the total number of hours worked by Consultant and any subconsultants and

shall include descriptions of the Services performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period.

(c) Separate progress reports shall be provided for each invoice. District's review of progress reports will ensure that Consultant's work meets a level of acceptability.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

District may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. District shall reject or finally accept Contractor's work within sixty (60) days after submitted to District. District shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to District all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that District utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and

disbursements charged to District pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where District has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, District may, by written request, require that custody of such documents or records be given to the District. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District. Contractor shall have no authority to bind District in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

(c) Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Contractor expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

Contractor understands, acknowledges and agrees to comply with any and all applicable state and federal laws requiring payment of prevailing wages for work performed in connection with publicly-funded projects. Contractor and any subcontractors shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect if required by state or federal laws or regulations. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, gender identity, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against District for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Executive Director. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

(b) District understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of District relative to such projects. Any future position of District on such projects shall not be considered a conflict of interest for purposes of this section.

(c) District understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the Executive Director, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Executive Director or unless requested by

the District Attorney of District, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives District notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify District should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. District retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and

expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, in California design professionals are required to defend and indemnify the District only to the extent permitted by California Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that California Civil Code Section 2782.8 applies to this Agreement, the indemnification obligations of Contractor shall be limited in accordance with that section.

(e) District's Negligence. The provisions of this section do not apply to claims occurring as a result of District's sole negligence. The provisions of this section shall not release District from liability arising from gross negligence or willful acts or omissions of District or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Executive Director. Contractor agrees to provide District with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. District has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." District acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. PROJECT MANAGER AND CONTINUITY OF PERSONNEL.

Consultant designates _____ as its Project Manager for this Agreement unless otherwise specified in a Task Order. The Project Manager, or a District approved designee, shall be accessible to District during normal District working hours and shall respond within twenty-four (24) hours to District inquiries or requests. The Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants including, but not limited to (1) assigning qualified personnel to perform the work and prepare deliverables; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants. There shall be no change in the person designated as the Project Manager without prior written approval by District.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify District of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Termination for Convenience. District may terminate this Agreement, in whole or in part, at any time by giving written notice of termination to Contractor if District determines that termination is in its best interest. In the event such notice is given, Contractor shall cease immediately all work in progress. Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination.

(b) Termination for Cause. If District notifies Contractor of a default under Section 21 "Default" and Contractor fails to cure the default within the time frame provided, District may terminate this Agreement immediately. Contractor will only be

paid for Services performed in accordance with the manner of performance set forth in this Agreement.

(c) Property of District. Upon termination of this Agreement by either Contractor or District, all property belonging exclusively to District which is in Contractor's possession shall be returned to District. Contractor shall furnish to District a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the District may give notice to Contractor specifying the nature of the default and providing the Contractor a timeframe to cure the default. The District may hold all invoices until the default is cured. If Contractor does not cure the default to District's satisfaction in the timeframe given, the District may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the District to give notice of the Contractor's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY DISTRICT.

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Tahoe Transportation District
Attn: _____
_____
_____

To Contractor: _____
_____
_____
_____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the Executive Director or his or her designated representative. The Executive Director shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 "Amendment" and the Executive Director's contracting authority under District's ordinances, rules and regulations.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the District. The Executive Director shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Executive Director's contracting authority under the District's ordinances, rules and regulations. All other amendments shall be approved by the District's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

By written notice or order, District may, from time to time, order work suspension or make changes to the Services to be provided by Contractor. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, or otherwise necessitates an amendment to this

Agreement, Contractor shall promptly notify District thereof within ten (10) days after the change or work suspension is ordered, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse Contractor from complying immediately with the notice or order issued by District.

SECTION 28. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 29. FEDERAL PROVISIONS.

District will be using money received from the federal government to pay all or a part of the compensation to Contractor for the Services. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Contractor agrees to adhere to the federally-required provisions included in Exhibit "D" hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit "D" and the body of this Agreement, Exhibit "D" shall control. In addition, the Federal Highway Administration's Required Contract Clauses for Federal Aid Construction Projects (FHWA Form 1273, revised May 1, 2012; https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf) is incorporated by reference herein.

SECTION 30. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 31. LAW TO GOVERN; VENUE.

In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of El Dorado, California where the dispute arises from Services performed in California, or shall lie exclusively in the County of Douglas, Nevada where the dispute arises from Services performed in Nevada. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California for Services performed in California, or in the District of Nevada for Services performed in Nevada.

SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 33. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and District prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 34. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

TAHOE TRANSPORTATION DISTRICT

_____
Jim Marino
Executive Director

ATTEST:

_____
Crystal Muschetto
Clerk of the Board

APPROVED AS TO FORM

_____
Mary Wagner
General Counsel

_____

By: _____ By: _____

_____ _____

Its: _____ Its: _____

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"
INSURANCE

A. Insurance Coverages. Contractor shall provide and maintain insurance, acceptable to the District, 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 Contractor, its agents, representatives or employees. Contractor shall procure and maintain the following scope and limits of insurance:

Only the following "marked" requirements are applicable:

_____ **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and District 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.

_____ **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 the District.

_____ **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. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District 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 District by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the District from such claim.

__X__ **Professional Liability Insurance:** Professional liability insurance appropriate to the Contractor'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 Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the District 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 District.

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. District, 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 Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, and their respective elected and appointed officers, officials, or employees.

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

c. Contractor'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 District, and its respective elected and appointed officers, officials, employees or volunteers.

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

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

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

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

2. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor 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 Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT "D"
FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause District to be in violation of the FTA terms and conditions.

2. Access to Records. The following access to records requirements apply to this Agreement:
    a. Where the District is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
    b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
    c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3. Civil Rights.
    a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of

1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:
    i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons

with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

6. No Obligation By The Federal Government
   a. The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
   b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7. Program Fraud and False or Fraudulent Statements or Related Acts.
   a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. Notification to FTA; Flow Down Requirement – If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

   (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

   (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

   (3) *Additional Notice to U.S. DOT Inspector General*. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

9. Suspension and Debarment
    a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
    b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
    c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

    (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

11. Distracted Driving, Including Text Messaging While Driving – The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) *Safety*. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) *Recipient Size*. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) *Extension of Provision*. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

12. Clean Air - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

13. Clean Water - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14. Lobbying – Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization

for influencing or attempting to influence an officer or employee of any District, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person

who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

_____Signature of Contractor's Authorized Official

_____Name and Title of Contractor's Authorized Official

_____Date

MEMORANDUM

Date: January 28, 2026

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff – Peter Kraatz, Capital Program Engineer; Jim Marino, Executive Director

Subject: Recommend Award of Construction Contract for the State Route (SR) 28 North Parking Project to F.W. Carson Co. of Incline Village, NV in the amount of $2,385,162.20; and authorize a construction contingency of 10% totaling $238,516.22. Recommend the authorization of the Executive Director to award Additive Alternates 1 and 2 in an amount not to exceed $355,002.34 should funding become available for such

---

Action Requested:

1. It is requested the Committee recommend the TTD Board of Directors authorize the Executive Director to enter into a contract with F.W. Carson Company of Incline Village, NV for construction of the North Parking Project at Nevada SR 28 in Incline Village, Washoe County, Nevada, in an amount not to exceed $2,385,162.20 upon approval of legal counsel. Staff also requests additional authorization of $238,516.22 representing a 10% construction contingency to fund potential unforeseen cost increases during construction; and

2. Recommend the TTD Board of Directors authorize the Executive Director to award bid additive alternates 1 and 2 in an amount not to exceed $322,729.40, and authorize a 10% construction contingency totaling $32,272.94, contingent upon securing additional funding to support these alternate elements of the project. This requested authorization for awarding bid alternates 1 and 2 is fully contingent upon staff securing adequate funding to support this portion of the project.

Fiscal Analysis:

All expenditures associated with this request are in the approved FY26 budget, supported by funding from federal grants including Transportation Alternatives Program (TAP), Carbon Reduction Program (CRP) and Surface Transportation Block Grant (STBG) totaling $2,874,479. Local funding from Washoe County and the Tahoe Fund in the amount of $260,000 support the project by way of matching the federal funding.

Should additional funding be secured to support bid additive alternates 1 and 2, an addendum to the construction agreement executed by the Executive Director will authorize the work and TTD shall provide a Notice to Proceed to the Contractor.

Work Program Impact:

All work associated with this effort is captured under respective elements of the approved FY26 Work Program, with corresponding allotted staff time.

Background:
The SR 28 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 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.

Additional parking at the trailhead was originally planned as part of the North Demonstration Project but was not completed at the time due to funding constraints. Since then, additional grant funding has been acquired by TTD. In late 2023, TTD awarded an engineering and environmental services contract to Wood Rodgers to provide design and permitting to expand the Tahoe East Shore trailhead parking with an estimated 45 additional spaces. The additional parking spaces are planned to be located within the Nevada Department of Transportation's (NDOT) right-of-way adjacent to SR 28, along with sidewalk or path connections and water quality improvements. In addition, the project scope includes formalizing a transit bus stop with a permanent shelter along SR 28 just north of Lakeshore Blvd. Also, proposed project improvements include removing informal parking at an area known as 'Rocky Point' 0.4 mile south of Lakeshore Drive along the west shoulder of SR 28 (Additive Alternate 1), as well as a possible additional driveway entrance tie-in at the North end of the project (Additive Alternate 2). Final design of the project was approved by NDOT in September 2025 which gave TTD permission to prepare final bid documents to advertise the project for construction.

Discussion:
TTD issued a Notice to Bidders on November 21, 2025. The Notice, along with the Construction Specifications and Contract Documents for construction of the North Parking Project were posted on TTD's procurement webpage, as well as being advertised in local newspaper publications and e-mailed to various construction firms. The Notice to Bidders indicated a bid receiving time of no later than January 6, 2026, at 2:00 pm. The Notice to Bidders also included a nonmandatory pre-bid conference for interested bidders on December 2, 2025. Some interested contractors attended the pre-bid conference and TTD staff responded to questions at the conference with a posting on TTD's procurement webpage dated December 23, 2025. Two addenda to clarify Notice to Bidders contract documents were posted on TTD's procurement webpage with Addendum 1 issued on December 10, 2025, and Addendum 2 issued on December 23, 2025.

Three bids were received by January 6, 2026, 2:00 pm deadline and opened publicly at TTD's Stateline, NV offices at 2:15 pm on January 6, 2025. Table 1 below provides the Bid results.

	Engineer's Estimate	FW Carson	Q&D	McCuen
Base Bid	$2,717,085.00	$2,385,162.20	$2,623,076.00	$2,935,334.09
Additive Alternate 1	$123,900.00	$152,226.00	$136,947.00	$155,102.24
Additive Alternate 2	$184,910.00	$170,503.40	$184,507.00	$229,130.57

Table 1- Bid Results

TTD staff reviewed bid by F.W. Carson and determined the submittal meets all bid requirements. The Project bid specifications clearly state that the project will be awarded with the lowest responsive base bid.

The bid by F.W. Carson is 12% ($331,922.80) below the Engineer's Estimate of $2,717,085. Each contractor included bids for alternates 1 and 2. F.W. Carson Company's bid for alternate 1 was $152,226.00 and for alternate 2 was $170,503.40. With the 10% contingency, the bid alternates would total $355,002.34. Staff recommends the Board of Directors award the contract to F.W. Carson Company and to also authorize TTD staff to issue a contract notice to proceed contingent upon all contract submittals have been completed and received and agency permits for the project are finalized. The bid alternates will not be awarded unless additional funding is secured.

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. Draft Contract

CONTRACT

BETWEEN

THE TAHOE TRANSPORTATION DISTRICT

AND

F.W. Carson Co.

This Contract, made this _____ day of _____, 2026, by and between the Tahoe Transportation District (hereinafter "TTD") and F.W. Carson Co. (hereinafter "CONTRACTOR").

WITNESSETH:

That TTD and CONTRACTOR, for the consideration hereinafter set forth, agree as follows:

Article 1. Scope of Work. CONTRACTOR shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications, entitled "SR 28 NORTH PARKING PROJECT," prepared by Wood Rodgers, Inc. in a professional manner, and as may be required by the documents identified in Article 8 of this Contract.

Article 2. Notice to Proceed, Time of Completion, Liquidated Damages. CONTRACTOR shall not commence work, nor incur any expense therewith, before receiving notification to proceed with the work. The work to be performed under this Contract shall commence within five (5) calendar days of the commencement date set forth in the Notice to Proceed.

The following performance periods shall apply:

[A] The work, including any or all alternates and options identified in Article 9, shall be substantially complete not later than sixty (60) working days after the commencement date set forth in the Notice to Proceed. The work shall be completed by CONTRACTOR and accepted by TTD within fourteen (14) calendar days following the end of the period established for substantial completion or the date upon which substantial completion is actually achieved, whichever occurs later.

[B] Unless otherwise directed or approved by TTD's Project Manager, all work shall be accomplished during Normal Working Hours that are defined as being from 8:00 a.m. to 6:30 p.m., Monday through Friday. CONTRACTOR shall not perform any work within signalized intersections on weekdays from 7:00 a.m. to 9:00 a.m. or 4:00 p.m. to 6:00 p.m.

[C] Time is of the essence! If CONTRACTOR refuses or fails to complete the work called for under the Contract within the performance periods specified, including authorized extensions, it is agreed by the parties to the Contract that damages will be sustained by TTD. It is further agreed that if the work is not completed timely as provided herein, it will be impractical to determine accurately the total damages which TTD will sustain by reason of such delay. Accordingly, CONTRACTOR agrees that 'liquidated damages' may be assessed as provided in Section 1.22 — "Failure to

Complete Work In Time Agreed Upon" of the Supplemental General Provisions, in the following amounts:

(1) Three Thousand Dollars ($3,000) liquidated damages for each and every calendar day of delay beyond the performance periods specified in Article 2[A].

(2) Five Hundred Dollars ($500) liquidated damages for each hour or portion of an hour work is performed outside of Normal Working Hours as defined in Article 2[C].

(3) Five Hundred Dollars ($500) liquidated damages for each hour or portion of an hour work is performed within signalized intersections during the periods excluded by Article 2[C].

(4) Two Hundred Fifty Dollars ($250) liquidated damages assessed after the first thirty minutes and thereafter, any portion of fifteen minute interval the traffic control does not conform to the Special Provisions, Section 1.03.

For purposes of assessing liquidated damages, TTD's Project Manager shall be the final authority. TTD's Project Manager shall be guided by principles of fairness and the efforts of CONTRACTOR to comply with the time constraints specified herein. Accordingly, TTD's Project Manager may determine that minor variances to the performance period specified in Article 2[B] do not warrant imposition of liquidated damages. However, any work commenced more than thirty (30) minutes prior to a stated commencement time or continuing more than thirty (30) minutes beyond the scheduled "stop" time without prior written authorization from TTD's Project Manager shall require imposition of liquidated damages pursuant to the Contract documents.

Any combination of multiple Liquidated Damages as prescribed by Articles 2[C](1.) and 2[C](2.) may be assessed, but shall not be assessed concurrently. If CONTRACTOR is in violation of more than one (1) of the performance periods of Article 2 concurrently, only the higher rate shall be assessed. In addition, however, TTD shall have the right to charge CONTRACTOR, its successors, assigns, or surety, actual costs of engineering, inspection, supervision and other expenses, including overhead and legal fees, incurred by TTD which directly result from CONTRACTOR's failure to properly perform in accordance with the terms of this Contract. Said sums may be withheld from final payment.

Article 3. The Contract Sum. TTD shall pay CONTRACTOR, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Plans and Specifications and to the satisfaction of TTD, amounts as set forth in CONTRACTOR's Bid Proposal. The bid proposal of Two Million Seven Hundred and Seven Thousand Eight Hundred and Ninety One Dollars and Sixty Cents ($2,707,891.60) includes all work and materials to perform the basic scope of work as defined in Article 1 and all alternates and options selected by TTD and defined in Article 9. The Contract sum total is to be paid based upon the Design Engineer's estimated quantities multiplied by the unit prices as specified in the Bid, unless otherwise stated in the Bid Item Clarifications.

Article 4. Progress Payments. Except as otherwise authorized by Nevada Revised Statute (NRS) 338.525, progress payments will be made by TTD once each month based upon a progress

invoice submitted by CONTRACTOR and satisfactory to TTD. The progress invoice shall be based upon materials on the job site and invoiced, or upon material in place and all labor expended thereon. TTD shall make payment within thirty (30) calendar days of receipt of a satisfactory progress invoice. Five percent (5%) of the amount billed will be deducted and retained by TTD until after fifty percent (50%) of the work has been completed in an acceptable manner. At that time TTD may, at its discretion, pay any of the remaining progress payments without withholding additional money if, in the opinion of TTD, satisfactory progress is being made in the work.

TTD will pay to CONTRACTOR, at the end of each quarter, interest earned on the amount withheld under the Contract during the quarter as provided for in Section 6 of NRS 338.515. Pursuant to NRS 338.550, CONTRACTOR shall, within ten (10) calendar days after receipt of the money, pay to each Subcontractor or supplier that portion of the interest in direct proportion to the Subcontractor's basis in the progress bill or retainage and any accrued interest thereon.

No interest will be paid on funds withheld for defective work not remedied, on funds held as a result of third party claims for failure to make proper payments to Subcontractors for labor, materials or equipment, or for work, materials or equipment still to be furnished or installed.

No monies payable under this Contract may be assigned by CONTRACTOR except upon written consent of TTD.

Article 5. Payment to Subcontractors. The CONTRACTOR shall maintain records and documents of payments to Subcontractors for three (3) years following the final inspection and acceptance of the Contract. These records must be available for inspection upon request by any authorized representative of TTD, NDOT or FHWA. This requirement also extends to any Subcontractor.

Report payments made to each Subcontractor via B2GNow reporting software by the 15th day of each month following payment. Access to the software is provided at no cost. Attach proof of payment for all Enterprise Subcontractors. Ensure that Subcontractors report their payments to lower-tier Subcontractors via B2GNow. Ensure that Enterprise Subcontractors verify payments made to them via B2GNow. Reporting via B2GNow is considered a necessary portion of the work and payments may not be forthcoming until this requirement is complied with.

The prime CONTRACTOR shall pay each Subcontractor for satisfactory performance of the subcontractor's contract no later than 10 days from the receipt of each payment the prime CONTRACTOR receives from TTD. The prime CONTRACTOR agrees further to return retainage payments to each Subcontractor within ten (10) days after the Subcontractor's work is satisfactorily completed in accordance with 49 CFR 26.29(b)(2). For the purposes of this Subsection, satisfactory completion is defined as the following conditions: (a) Satisfactory completion of the Subcontractor's scope of work as described in the Contract Documents; (b) Receipt of payment for Subcontractor's scope of work; (c) Release of claims from Subcontractor's laborers, material and equipment suppliers, and lower tier Subcontractors; (d) Payment, if applicable, of all union benefits or to employee trust accounts.

TTD will also review payments to DBE/SBE Subcontractors to ensure that the actual amount paid to Subcontractors is consistent with the dollar amounts stated in the schedule of DBE/SBE participation.

TTD will bring to the attention of the U.S. Department of Transportation (USDOT) any false, fraudulent, or dishonest conduct by the prime contractor in connection with the Federal Aid requirements and the DBE program, so that the USDOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in Subpart F of 49 CFR, Part 26.

TTD will consider action under their legal authorities, including responsibility determinations in future contracts, for any false, fraudulent, or dishonest conduct by the CONTRACTOR in connection with the Subcontractor information or payments.

Article 6. Acceptance and Final Payment. As soon as practical following completion of the work, CONTRACTOR shall make a written request to TTD for final inspection and acceptance of the work. Except with respect to payments withheld from a progress payment or retainage reasonably sufficient to pay the expenses TTD expects to incur as a result of the failure of CONTRACTOR to comply with the Contract, applicable billing code, law or regulation, the remaining balance shall be paid within thirty (30) calendar days of:

[A] The occurrence of one (1) or more of the conditions of NRS 338.520; or

[B] CONTRACTOR submits evidence satisfactory to TTD that all payrolls, bills for materials, interest or retention and all other indebtedness connected with the work have been paid, or

[C] No claims, liens or outstanding debts have been filed against the work in response to any 'Notice of Completion' which TTD may file with the County Recorder. In the event any claims, liens or outstanding debts are filed against the work, the parties agree that TTD may continue to hold the retainage until such time as the claims, liens or outstanding debts are resolved.

Article 7. Affirmative Action and Non-Discrimination In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Additional Affirmative Action and Non-Discrimination requirements are set forth in the following attachments:

- Attachment C.1 (Form 1273 Required Contract Provisions, Federal-Aid Construction Contracts)
- Attachment C.5 (Standard Federal Equal Employment Opportunity Construction Contract Specifications [Executive Order 11246])
- Attachment C.6 (Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity [Executive Order 11246])
- Attachment C.7 (Additional Contract Provisions Equal Employment Opportunity Training Special Provisions)

CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by CONTRACTOR shall constitute a material breach of Contract.

Article 8. The Contract Documents. The Instructions to Bidders, Bid Proposal, the NDOT Standard Specifications for Road and Bridge Construction, 2014 Edition (hereinafter designated "Standard Specifications"), except as modified within the Special Technical Specifications, the NDOT Standard Details for Road and Bridge Construction, 2024 Edition (hereinafter designated "Standard Details"), except as modified by the drawings, Special Provisions, Supplemental General Provisions, Special Technical Specifications, Bid Item Clarification, and Drawings, including any amendments or addenda to all these aforementioned documents, together with this document form the Contract, and they are as fully a part of the Contract as if attached or incorporated herein.

Article 9. Selected Alternatives and Options. The following alternatives have been identified in this Contract.

- Bid Alternate 1: Improvements between approximate stations "X2" 522+70 to 524+50, LT.

- Bid Alternate 2: Improvements between approximate stations "X2" 582+00 to 583+38, RT.

Article 10. No Third Party Beneficiary. This agreement and the rights and obligations arising therefrom are strictly for the benefit of the parties to this Contract. The parties agree that any benefit asserted by any third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit arising from the performance or non-performance of this Contract and is not intended to create a right of action in any person not a signatory to this Contract.

Article 11. Not Used.

Article 12. Wages and Conditions of Employment. The provisions pertaining to wages and conditions of employment shall apply to all work performed (on the Contract) by the CONTRACTOR with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed on the Contract by Subcontractors.

Minimum wage rates determined by the Labor Commissioner of the State of Nevada and by the Secretary of Labor, if applicable, are set forth in the Contract Documents in Attachment F (Davis-Bacon Wage Rates and Nevada Prevailing Wage Rates). Do not pay wage rates less than the minimum wage rates.

Forfeit, as a penalty to TTD, the amount stipulated in NRS Chapter 338 when workmen are paid less than the minimum wage rate.

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

It is a condition of the Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that the CONTRACTOR and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926—published in the Federal Register on December 16, 1972, and subsequent revisions) promulgated by the United States Secretary of Labor, according to Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

The minimum wage rates apply to workmen working upon the “site of the work.” The term “site of the work” is defined as follows:

> The “site of the work” is defined as the physical place or places where work called for in the contract is performed by either the CONTRACTOR or the CONTRACTOR’s agents. Material sources controlled by the Local Agency and staging areas set up to construct portions of the work are considered to be the “site of the work.” Not included in the “site of the work” are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids are not included in the “site of the work.”

The “Davis-Bacon Wage Determinations for Highway Construction Projects” and the Nevada Labor Commissioner prevailing wage rates for public works contracts apply to the Project. The wage rate and fringe benefits listed in the “Davis-Bacon Wage Determinations for Highway Construction Projects” shall be paid unless a higher wage rate and fringe benefits is listed by the Nevada Labor Commissioner, in which case, the higher wage rate and fringe benefits shall be paid (see NRS 338.020 to 338.090, inclusive). The Davis-Bacon wage rates and Nevada prevailing wage rates are attached as Attachment F (Davis-Bacon Wage Rates and Nevada Prevailing Wage Rates).

In addition to the requirements set out in Section 110 — “Wages and Conditions of Employment” of the Standard Specifications, the CONTRACTOR shall abide by the Nevada Revised Statutes (NRS) 338. The CONTRACTOR’s attention is specifically directed to the reporting requirements stipulated under NRS 338.070 and the consequences of violating prevailing wage payments or reporting requirements stipulated under NRS 338.060.

Pursuant to NRS 338.060, the Nevada legislature has adopted certain penalties if workers on public work projects are paid less than the designated prevailing wage rate. The provisions of NRS 338.060 are incorporated herein by this reference. The CONTRACTOR agrees to comply with the provisions of NRS 338.060 and CONTRACTOR’s failure to comply with the provisions of NRS 338.060 shall have the effects set forth in NRS 338.060. It shall be the CONTRACTOR’s responsibility to comply with and ensure compliance by all Subcontractors (at ALL tiers) with, these provisions.

The CONTRACTOR and Subcontractors compliance with Title 29, subtitle A, 3.3, Code of Federal Regulations and NRS 338 will be required on this Contract. These regulations require submittal of a tally of weekly payroll and statement of compliance with respect to each employee

engaged in work on the project. Submit these payrolls and statement of compliance to the Nevada Department of Transportation and the State of Nevada Labor Commissioner.

Submit payrolls electronically into TTD's contracted payroll tracking system "LCPtracker" on a weekly basis. This requirement will apply to every lower tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive and the applicable parts of 29 CFR. Annual access fees, options for interface software, and training to utilize the system are available on LCPtracker websites. The name and contact information of the Payroll Officer who prepared the required documentation shall be displayed clearly on reports.

CONTRACTOR and all Subcontractors (at ALL tiers) are required to submit certified payroll reports and labor commission documentation. It shall be CONTRACTOR's responsibility to comply with and ensure compliance by all subcontractors to these provisions.

CONTRACTOR shall also provide a "Weekly Subcontractor Report" listing all Subcontractors who worked on the project the previous week. This report shall be updated and submitted electronically into LCPtracker. An electronic copy of the "Weekly Subcontractor Report" in Microsoft Excel can be obtained from TTD's project manager.

Pay an annual LCP Tracker Access Fee of $1,100.00 for contracts bid up to $5 Million, an annual fee of $1,800.00 for contracts bid over $5 Million up to $10 Million, an annual fee of $2,900.00 for contracts bid over $10 Million up to $25 Million, and an annual fee of $5,800.00 for contracts bid over $25 Million up to $100 Million.

See the provisions and requirements of the following:

(a) Wages, Hours and Employment on Public Works—NRS Chapter 338.

(b) Nevada Industrial Insurance Act—NRS Chapter 616A. Furnish a certificate from the insurer as evidence of payment of all the premiums and percentages as required by the act, and furnish said certificate before any work is commenced.

(c) Unemployment Compensation Law—NRS Chapter 612.

(d) Highway Camp Sanitation—NRS 444.130, 444.200 and 444.210.

(e) Fair Labor Standards Act of 1938 (52 Stat. 1060).

(f) Work Hours Act of 1962.

(g) Any and all legislation, rules or regulations promulgated by the State of Nevada, or its agencies, covering any work performed by the CONTRACTOR.

(h) Fraudulent and Discriminatory Employment Practices—NRS Chapter 613.

Article 13. Apprentice Utilization Act. CONTRACTOR is required to comply with the Apprenticeship Utilization Act, as amended by Senate Bill 82 in the 2023 82nd Nevada Legislative Session. For information regarding the Apprenticeship Utilization Act, please contact the Nevada Labor Commissioner or visit its website at http://labor.nv.gov/

Article 14. Insurance. CONTRACTOR shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to TTD that all insurance requirements have been met.

In conjunction with the performance of the work required by the terms of this Contract, CONTRACTOR shall obtain all types of amounts of insurance set forth in Attachment A, and shall comply with all provisions set forth therein.

Article 15. Indemnification and Hold Harmless. CONTRACTOR's obligation under this provision is set forth in Attachment A, and shall comply with all provisions set forth therein.

Article 16. Miscellaneous Provisions. Pursuant to NRS 338.125(2), in connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Pursuant to NRS 338.130, the Nevada legislature has adopted certain preferential hiring practices in relation to contracts for the construction of public works. The provisions of NRS 338.130 are incorporated herein by this reference. CONTRACTOR agrees to comply with the provisions of NRS 338.130 and CONTRACTOR's failure to comply with the provisions of NRS 338.130 shall have the effects set forth in NRS 338.130.

Article 18. Subletting of Contract. CONTRACTOR shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof or right, title or interest therein, without prior written consent of TTD and of the surety. The Subcontractor or assignee shall not have any claim against TTD by reason of the approval of the subcontract or assignment.

Submit requests for permission to sublet, assign, or otherwise dispose of any portion of the Contract in writing and accompany with a letter showing that the organization which will perform the work is particularly experienced for such work.

Consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the CONTRACTOR of his liability under the Contract and bonds. Without exception and before the performance of any work by a Subcontractor, submit a request to sublet and 2 certified copies of a fully executed subcontract between the CONTRACTOR and the Subcontractor. This also applies to lower tier subcontracts.

In preparing such copies, the prices agreed upon for the work may be omitted, except as follows: (a) The type, amount, and price for partial items of work must be clearly indicated.

The Subcontractors shall not begin work on the Contract until after these documents have been reviewed and approved.

See Title 29, Code of Federal Regulations, Part 1926.

According to NRS 338.141, do not substitute any person for a Subcontractor who is named in the bid, unless:

(a) TTD objects to the Subcontractor, requests in writing a change in the Subcontractor and pays any increase in costs resulting from the change; or

(b) The substitution is approved by TTD and:

1. The named Subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the CONTRACTOR which was offered to the Subcontractor with the same terms that all other Subcontractors on the project were offered;

2. The named Subcontractor files for bankruptcy or becomes insolvent; or

3. The named Subcontractor fails or refuses to perform his subcontract within a reasonable time. Contract bid prices will prevail for purposes of computing the monetary value of all subcontracts.

Perform with own organization, work amounting to not less than 30% of the combined value of all items of the work covered by the Contract except as follows:

(a) If electing to furnish materials for work to be performed by an approved Subcontractor and the materials are not obtained from the same firm that is to perform the work of incorporating said materials into the project, the cost of said materials, when set forth in a written statement accompanying the subcontract agreement or contained therein, will be excluded from amounts applicable to the subcontracted percentage.

When a firm both sells materials to a contractor and performs the work of incorporating the materials into the project, these 2 phases of work must necessarily be considered in combination and, as in effect, constituting a single subcontract.

(b) When performed by subcontract, any items that have been selected as “Specialty Items” for the contract will be excluded from amounts applicable to the subcontracted percentage. “Specialty Items” for the contract will be listed as such in the Special Provisions.

The Contract amount bid for “Specialty Items” so performed by subcontract will be deducted from the original total contract price before computing the amount of work required to be performed by the CONTRACTOR with his own organization.

Roadside production of materials is construed to be the production of crushed stone, gravel, or other material with portable or semi-portable crushing, screening, or washing plants, established or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work. Roadside production of materials will be considered subcontracting if performed by other than the CONTRACTOR.

TTD and the CONTRACTOR will not recognize any Subcontractor on the work as a party to the Contract. Nothing contained in any subcontract shall create any contractual relation between the Subcontractor and the Local Agency. The CONTRACTOR will be held solely responsible for the progress of the work according to the progress required.

CONTRACTOR shall insert in each subcontract all of the following contract provisions, copies of which are contained in the Contract documents:

(a) LABOR PROVISIONS: The "DESIGNATED HOURLY MINIMUM WAGE RATES" supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada. (Attachment F)

(b) FORM FHWA-1273: The "REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts)" (Attachment C.1), "Appendix A of Department of Transportation Order 1050.2A" (Attachment C.2) and "Appendix E of Department of Transportation Order 1050.2A (Attachment C.3)

(c) The "ADDITIONAL CONTRACT PROVISIONS—SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS." (Attachment C.4)

(d) The "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)." (Attachment C.5)

(e) The "ADDITIONAL CONTRACT PROVISIONS—EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions." (Attachment C.7)

(f) The certification on "RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS." (See form in Instructions to Bidders)

(g) The "AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) and 2 CFR PARTS 180 AND 1200 — SUSPENSION AND DEBARMENT" (See form in Instructions to Bidders)

CONTRACTOR shall insert the following *statements* in each subcontract:

"NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACT LABOR PROVISIONS"

"In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color or National origin; and further agrees to insert the foregoing provisions in all subcontracts hereunder."

Also included, and made a part of this subcontract agreement are the necessary Labor Provisions, including the "Designated Wages" as determined from wages supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada; Form FHWA-1273, the "Required Contract Provisions, All Federal-aid

Construction Contracts (Exclusive of Certification Acceptance and Appalachian Contracts)"; the "Contract Work Hours Standards Act—Overtime Compensation".

"Compliance with the Provisions of NRS 338.125 is mandatory insofar as it does not conflict with the above provisions of Title VI of the Civil Rights Act of 1964, " a pertinent portion is as follows:

"In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, age, color, national origin or sex. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship."

"NOTICE TO PROSPECTIVE SUBCONTRACTORS AND MATERIAL SUPPLIERS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES"

"A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, must be executed by each Subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds $10,000 and is not exempt from the provisions of the Equal Opportunity Clause. "

"Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the Subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities " in the subcontract or material supply agreement. This certification provides that the Subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the Subcontractor or material supplier will not maintain such segregated facilities. "

"Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding $ 10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective Subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause. "

CONTRACTOR shall also insert in each subcontract agreement, a clause requiring Subcontractors to include the contract provisions mentioned herein in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The contract provisions shall in no instance be incorporated by reference.

When performed by subcontract, the following items of work, designated herein as "Specialty Items," are hereby exempted from the provisions that 30% of the value of the work be performed by

the CONTRACTOR with his own organization, but are not exempted from the remaining provisions concerning subcontracting.

Article 19. Buy America and Build America, Buy America Requirements. The CONTRACTOR shall comply with the Buy America and Build America, Buy America provisions set forth in Attachment D (Buy America and Buy America Build America [BABA] Requirements).

Article 20. Occupational Safety & Health Administration (OSHA) / Safety Data Sheets (SDS). In compliance with the multi-employer worksite provisions of the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard 29 CFR Part 1910.1200 (e) (2) CONTRACTOR is required to provide current Safety Data Sheets (SDS) for all hazardous chemicals [as defined in 29 CFR Part 1910.1200 (c)] to be used by the CONTRACTOR in this Contract. It will be CONTRACTOR's responsibility to submit a list of all hazardous chemicals to be used on this Contract seven (7) days in advance of the preconstruction conference. SDS must be submitted prior to the beginning of any phase of work which requires the use of the hazardous chemical. An SDS shall be submitted prior to use of the hazardous chemical on the Contract, for any additional hazardous material not covered by the original list.

Article 21. Choice of Law and Venue. This Contract and the Contract Documents shall be deemed to have been entered into in Washoe County, State of Nevada, and governed in all respects by Nevada law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Washoe, Nevada.

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

TAHOE TRANSPORTATION DISTRICT

By: _____
Jim Marino, Executive Director

F.W. Carson Co.

By: _____
Troy Carson, Vice President

ATTACHMENT A

INDEMNIFICATION & INSURANCE REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION

CONTRACTOR's Defense and Indemnification Obligation.

A. OWNER and each of its officers, employees, consultants and agents including, without limitation, the Board, Project Manager, ENGINEER and each OWNER's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and CONTRACTOR releases all of the foregoing persons and entities from any and all such claims.

B. To the furthest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, OWNER and each of its officers, officials, employees, consultants and agents including, without limitation, the governing board, Project Manager and each OWNER's Representative, from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or part by any act or omission of CONTRACTOR, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except for liability for loss, damage, or expense arising from OWNER's sole negligence, willful misconduct, or active negligence.

C. With respect to third-party claims against CONTRACTOR, CONTRACTOR waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against OWNER and each of its officers, officials, employees, consultants and agents including, without limitation, OWNER, the governing board, Project Manager and each OWNER's Representative. OWNER shall provide timely notice to CONTRACTOR of any third-party claim relating to the Contract Documents.

D. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its Subcontractors of any tier, or the officers or agents of any of them.

E. To the furthest extent permitted by law, the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, passive negligence, fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If CONTRACTOR fails to perform any of these defense or indemnity obligations, OWNER may in its discretion back charge CONTRACTOR for OWNER's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

CONTRACTOR's Liability Insurance

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1) Claims under worker's compensation, disability benefits, and other similar employee benefit acts;

2) Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4) Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and

6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph to be purchased and maintained shall:

1) With respect to insurance required by this Contract, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2) Provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Liability: $1,000,000 Each Occurrence
$2,000,000 Annual Aggregate

Automobile Liability: $1,000,000 Each Occurrence

Property Damage: $1,000,000 Each Occurrence
$2,000,000 Annual Aggregate

Pollution Liability: $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate

3) Include completed operations insurance;

4) Include contractual liability insurance covering CONTRACTOR's indemnity obligations;

5) Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR will so provide);

6) Remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work; and

7) With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

C. CONTRACTOR agrees to maintain required workers compensation coverage throughout the entire term of the contract. If CONTRACTOR does not maintain coverage throughout the entire term of the contract, CONTRACTOR agrees that OWNER may, at any time the coverage is not maintained by CONTRACTOR, order the CONTRACTOR to stop work, suspend the contract, or terminate the contract. CONTRACTOR further agrees, if applicable (and CONTRACTOR bears the sole responsibility for producing proof satisfactory to the OWNER that these provisions are not applicable to CONTRACTOR), as a precondition to the performance of any work under this contract and as a precondition to any obligation of the OWNER to make any payment under this contract to provide the OWNER with a certificate of a qualified insurer in accordance with NRS 616B.627 certifying that the CONTRACTOR has complied with the provisions of chapters 616A to 626D of NRS.

OWNER's Liability Insurance

A. In addition to the insurance required to be provided by CONTRACTOR , OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER'S own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance

A. CONTRACTOR must purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost of the Work. This insurance shall:

1) Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2) Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage, and any other perils or causes of loss that may be specifically required by the Supplementary Conditions.

3) Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4) Cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that the materials and equipment have been included in an application for payment recommended by ENGINEER; and

5) Allow for partial utilization of the Work by OWNER;

6) Include testing and startup; and

7) Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention. The risk of loss within the identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions.

C. All the policies of insurance (and the certificates or other evidence of the policy) required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after written notice has been given to OWNER and CONTRACTOR and to each other additional insured to

whom a certificate of insurance has been issued and will contain waiver provisions in accordance with this Contract.

Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with this Contract will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered by the policy. All policies must contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds there under. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by this Contract. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work , no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property

insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ATTACHMENT B

ADDENDA (NUMBERS 1 TO 2, INCLUSIVE)

ATTACHMENT C

OTHER FEDERAL AND NDOT LOCAL PUBLIC AGENCY (LPA) REQUIREMENTS

ATTACHMENT TITLE	REFERENCE
Form 1273 "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)"	C.1
Appendix A of Department of Transportation Order 1050.2a	C.2
Appendix E of Department of Transportation Order 1050.2a	C.3
Additional Contract Provisions Supplement to the Weekly Certified Payrolls	C.4
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)	C.5
Notice of Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)	C.6
Additional Contract Provisions Equal Employment Opportunity Training Special Provisions	C.7
Standardized Change Condition Clauses	C.8
Required Postings and Notices	C.9

ATTACHMENT C.1

Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)"

ATTACHMENT C.2

Appendix A of Department of Transportation Order 1050.2A

"During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States."

ATTACHMENT C.3

Appendix E of Department of Transportation Order 1050.2A

"During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited

English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq)."

ATTACHMENT C.4

Additional Contract Provisions Supplement to the Weekly Certified Payrolls

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization, please use the following identification codes:

i. White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

ii. Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

iii. Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through a tribe or community.

iv. Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

v. Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

vi. Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

vii. Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

viii. Not Specified: Only for persons who choose not to list their race, ethnicity, color, or national origin.

ATTACHMENT C.5

Standard Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for

those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the

Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order ll246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6- 4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors

should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ATTACHMENT C.6

Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity (Executive Order 11246)

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein. The following goal for female utilization shall be included in all Federal and Federally assisted construction contracts and subcontracts in excess of $10,000. The goal is applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing work on a Federal or Federally assisted construction contract or subcontract.

FEMALE PARTICIPATION STATEWIDE

Time Period	**Goal**
Until Further Notice	6.9%

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally assisted construction contracts and subcontracts in excess of $10,000 to be performed in the respective geographical areas. The goals are applicable to each non-exempt Contractor's total on-site construction work force, regardless of whether or not part of that work force is performing work on a Federal, Federally assisted or non-Federally related project, contract or subcontract.

Construction Contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such Contractors are required to comply with the applicable Standard Metropolitan Statistical Area (SMSA) or Economic Area (EA) goal contained herein.

NEVADA ECONOMIC AREA

SMSA Counties, NV Clark 13.9%
163 Las Vegas, NV
4120 Las Vegas, NV
Non-SMSA Counties, NV Esmeralda, NV Lincoln, NV Nye 12.6%
SMSA Counties, NV Washoe 8.2%
164 Reno, NV
6720 Reno, NV
Non-SMSA Counties, NV Churchill, NV Douglas 9.2%
NV Elko, NV Eureka, NV Humboldt, NV Lander, NV Lyon, NV Mineral, NV Pershing, NV Storey, NV White Pine, NV Carson City

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs

construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goal for both its Federally involved and non- Federally involved construction.

The Contractor's compliance with the Executive Order and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to TTD and the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

ATTACHMENT C.7
Additional Contract Provisions
Equal Employment Opportunity

Training Special Provisions

In accordance with 23 U.S.C. 140(a) and as a part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as specified herein.

Provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of hours of training will be Zero (0) hours.

In the event that a portion of the contract work is subcontracted, determine how many, if any, of the trainees are to be trained by the subcontractor, however, the Contractor retains the primary responsibility for meeting the training requirements specified. Insure that these training specifications are made applicable to such subcontract. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, submit for approval, the number of trainees in each selected classification and training program to be used. Furthermore, specify the starting time for training in each of the classifications. Credit will be given for each trainee employed on the contract work who is currently enrolled or becomes enrolled in an approved program and reimbursement will be made for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of these training requirements. Make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. Be responsible for demonstrating the steps taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with these training requirements. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Do not employ any person as a trainee in any classification in which they have successfully completed a training course leading to journeyman status or in which they have been employed as a journeyman. Satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records shall document the findings in each case.

The minimum length and type of training for each classification shall be as established in

the training program selected by the Contractor and approved by TTD and the Federal Highway Administration. TTD and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts.

Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by TTD, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made where the Contractor does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee, or pays the trainee's wages during the offsite training period.

No payment will be made to the Contractor if either the failure to provide the required training or the failure to hire the trainee as a journeyman is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting these training requirements. It is normally expected that a trainee will begin their training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in their work classification or until they have completed their training program. It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under these training requirements if acceptable training has been provided for the number of training hours specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees shall be paid at least 60% of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75% for the third quarter of the training period, and 90% for the last quarter of the training period, unless apprentices or trainees in

an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by these specifications.

Furnish each trainee a copy of the program they shall follow in providing the training. Provide each trainee with a certification showing the type and length of training satisfactorily completed.

Maintain records and furnish periodic reports documenting performance of these training

requirements. Training will be measured by the hour that trainees are employed on the

contract.

The accepted quantities of training, measured as specified above, will be paid for at the price per hour as specified in the Training Special Provisions and indicated in the Proposal. Payment will be full compensation for the work prescribed in this Section..

ATTACHMENT C.8

Standardized Change Condition Clauses

(1) Differing Site Conditions.

a. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

b. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

c. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

d. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) Suspensions of work ordered by the engineer.

a. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

b. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

c. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment with the time prescribed.

d. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) Significant changes in the character of work

a. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
d. The term “significant change” shall be construed to apply only to the following circumstances:
    i. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    ii. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

ATTACHMENT C.10

Required Postings and Notices

Notices and posters are to be placed in:

- *Areas readily accessible to the public and employees* (per 23 CFR 230.121);
- *On the site of the public work in a place generally visible to the workmen* (per NRS 338.020);
- *Shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers…on bulletin boards accessible to all employees at each location where construction work is performed* (41 CFR 60-4.3); and
- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm
4. Current State postings and notices can be found here: http://labor.nv.gov/Employer/Employer_Posters/
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The Contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

ATTACHMENT D

BUY AMERICA AND BUY AMERICA BUILD AMERICA (BABA) REQUIREMENTS

In accordance with Title 23 CFR 635.410, permanently incorporated steel and/or iron materials on Federal-Aid projects shall be domestically produced regardless of the percentage they comprise in a manufactured product or form they take.

Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed 1/10 of 1% of the total contract cost or $2,500.00, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the contractor. Submit for review a request to use foreign materials prior to their use. Do not incorporate any foreign steel materials into the project without approval.

To qualify as domestic steel, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, coating, and assembly of product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories or possessions of the United States. Raw materials used in the steel and/or production may be imported. Raw materials such as iron ore, limestone, waste products, etc. which are used in the manufacturing process to produce steel and/or irons materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign steel or iron billets is not acceptable under Buy America.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A “construction material” as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials

combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Provide a Certificate of Materials Origin, using NDOT form 020-095, certifying materials comply with the Buy America requirements as specified above. Submit the certification prior to installation of the material. Unless a Certificate of Materials Origin has been provided, the materials will be considered of foreign origin.

ATTACHMENT E
CERTIFICATIONS AND AFFIDAVITS

ATTACHMENT TITLE	REFERENCE
Affidavit Required Under 23 USC Section 112(C) And 2 CFR Parts 180 and 1200 – Suspension or Debarment	E.1
Certification Required By Section 1352 Of Title 31, United States Code Restrictions of Lobbying Using Appropriated Federal Funds ***and*** Disclosure of Lobbying Activities	E.2
Form NC – Affidavit of Non-Collusion	E.3
Form BAC – Buy America Certificate	E.4

ATTACHMENT E.1

Affidavit Required under 23 USC Section 112(C)
and 2 CFR Parts 180 And 1200 – Suspension Or Debarment

ATTACHMENT E.2

Certification Required by Section 1352 Of Title 31, United States Code Restrictions of Lobbying Using Appropriated Federal Funds And Disclosure of Lobbying Activities

ATTACHMENT E.3
Form NC – Affidavit Of Non-Collusion

ATTACHMENT E.4
Form BAC – Buy America Certificate

ATTACHMENT F

Davis-Bacon Wage Rates and Nevada Prevailing Wage Rates

MEMORANDUM

Date: January 28, 2026

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff – Joanie Schmitt, CFO

Subject: Fiscal Year 2027 Work Program

Action Requested: Review, Discuss and Adopt
It is requested the Committee review, discuss, and adopt the Fiscal Year 2027 Work Program.

Fiscal Analysis:
The FY27 budget will be presented at the May 2026 Board meeting for discussion and potential approval. Staff will also present a four-year financial forecast for FY28 through FY31. Budget development follows TTD's Budgeting Policy, is guided by the adopted Work Program, and reflects a commitment to fiscal sustainability.

Background:
At the December 2020 meeting, the TTD Board adopted Resolution 2020-009 approving revisions to the Policies and Procedures Handbook, approved the Mission Statement and Five-Year Strategic Goals after participating in the final, of several facilitated 2020 work sessions on governance and administrative policy.

During the July 2021 work session, the Board directed staff to revise the Five-Year Strategic Goals as follows:

- SG-1 Improve TTD standing, networks, and partnerships to lead regional multi-modal transportation.
- SG-2 Stabilize, expand, and manage organizational resources, with a focus on developing a general fund for administration costs.
- SG-3 Fund and operate regional multi-modal transportation systems.
- SG-4 Conduct project level planning, provide leadership, and fundraising for new regional transportation system elements.

Staff plans to facilitate Board discussions on the next set of Five-Year Strategic Goals, including an off-site retreat, during the first half of FY27.

Discussion:
The charts below present the proposed FY27 Work Program, illustrate how each work element aligns with the Strategic Goals, and include estimated hours for each individual work element. These estimates will be refined throughout the budget development process and assume the

District is fully staffed with sixty-nine employees, fifty-nine full time and ten part time including five extra-board operators.

TTD organizes its work elements (the Work Program) into six primary categories, each of which includes several sub-categories:

1. TTD Administration and Outreach – 2,221 Hours – 1.64%

WE	Work Element Description	SG1	SG2	SG3	SG4	Hours
1.1	Board Relations, Policy Meetings, Community Relations	X				1,546
1.2	Work Program & Budget Development and Management		X			229
1.3	Interagency Reporting & Coordination	X				446

2. Program Management for Projects and Services – 5,594 Hours – 4.13%

WE	Work Element Description	SG1	SG2	SG3	SG4	Hours
2.2	Capital Improvement Program Development & Mgmt			X		726
2.5	Fiscal Administration and Controls, Risk Mgmt, Records		X	X	X	2,292
2.7	Human Resources		X	X	X	2,576

3. TTD Project Development and Implementation – 6,825 Hours – 5.04%

WE	Work Element Description	SG1	SG2	SG3	SG4	Hours
3.3	Nevada Stateline to Stateline Bikeway Project					
3.3.1	South Demo Phase I					
3.3.1A	Laura Drive to Stateline	X		X	X	850
3.3.2	North Demo – Phase II – North Lot Parking	X		X	X	1,546
3.3.3	Central Corridor – Phase III					
3.3.3A	Thunderbird Cove to Secret Harbor	X		X	X	1,258
3.3.3B	Sand Harbor to Thunderbird Cove	X		X	X	825
3.6	Other Projects					
3.6.3	EV Transit Infrastructure	X		X	X	94
3.11	Transit Corp Yard Facility Project	X		X	X	276
3.11.1	Transit Corp Yard Improvements (Shop St)	X		X	X	563
3.16	Corridors					
3.16.1	SR89 Recreation Corridor Coordination	X		X	X	82
3.16.3	SR28 Corridor Coordination	X		X	X	487
3.17	Mobility Hubs					
3.17.1	Incline Village Mobility Hub Project	X		X	X	252
3.17.2	Spooner Mobility Hub / EIS Station	X		X	X	494
3.18	Transportation Resiliency Infrastructure					
3.18.5	Communication/Technology Infrastructure (SMART)	X		X	X	98

4. TTD Transit Services and Asset Management – 116,214 Hours – 85.78%

WE	Work Element Description	SG1	SG2	SG3	SG4	Hours
4.1.1	Grant Compliance incl Reporting					
4.1.1A	Federal	X		X		336
4.1.1B	State	X		X		353
4.1.1C	Local	X		X		159
4.3	Manage TTD Assets		X	X		357
4.4	Liaison with Local and Regional Public and Private Transportation	X	X	X	X	593
4.7	Transit System Administration / Operations	X		X		113,416
4.7.2	JPA Coordination	X		X		59
4.7.4	Contractual Transit Programs					
4.7.4A	Microtransit – Douglas County / SSTMA	X		X		172
4.7.4B	Microtransit – SSTMA (CSLT)	X		X		172
4.7.4C	Emerald Bay (Summer)	X		X		597

5. Capacity Development for Projects and Transit Service – 300 Hours – 0.22%

WE	Work Element Description	SG1	SG2	SG3	SG4	Hours
5.2	Legislative /Association Coordination / Development / Outreach	X	X	X	X	300

6. TTD Park Tahoe® Program / Facilities Operations 4,323 Hours – 3.19%

WE	Work Element Description	SG1	SG2	SG3	SG4	Hours
6.1	Park Tahoe					
6.1.1	Parking Operations	X	X			2,016
6.1.2	Parking Non-Compliance	X	X			2,307

Total Estimated Hours for FY27 – 135,477

RECAP BY FUND
General Fund - 6,648 Hours - 4.91%
CIP Fund – 6,573 Hours - 4.85%
TO Fund – 117,933 Hours - 87.05%
PS Fund – 4,323 Hours - 3.19%

The proposed FY27 Work Program advances TTD's Five-Year Strategic Goals by clearly aligning staff activities, project development, transit operations, and program management with adopted Board priorities. The Work Program provides a transparent framework for allocating staff resources, estimating workload, and informing budget development. Adoption of the FY27 Work

Program will guide staff efforts in FY27, support long-term financial planning, and serve as the foundation for development of the FY27 budget and the FY28–FY31 financial forecast.

Additional Information:

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