



Tahoe Metropolitan Planning Organization

P.O. Box 5310
128 Market Street
Stateline, Nevada 89449
(775) 588-4547 ♦ Fax (775) 588-4527

May 30, 2013

Dennis Taylor, Chief
Office of Program Development
Nevada Department of Transportation
1263 South Stewart Way
Carson City, NV 89712

Attn: Coy Peacock

Dear Mr. Taylor:

SUBJECT: Administrative Modification No.4 to the Tahoe Metropolitan Planning Organization 2013 Federal Transportation Improvement Program

Please accept for your review and approval this Administrative Modification No.4 to the Tahoe Metropolitan Planning Organization 2013 Federal Transportation Improvement Program (FTIP). The administrative modification does not impact the region's air quality conformity and is financially constrained.

Administrative modification No.4 modifies the US 50 South Shore Community Revitalization Project by adding Federal Highway Administration Public Lands Highways Discretionary funds of \$1,000,000 to the Preliminary Engineering phase of work in FY 12/13. Please see enclosures for details.

We request your expeditious review and approval of the enclosed administrative modification. Upon your concurrence, this modification will be effective immediately. If you have any comments or questions regarding this modification, please contact Judy Weber at (775) 589-5203.

Sincerely,


Joanne S. Marchetta
Executive Director

Ec: Leah Sirmin, FHWA Nevada Division
Jack Lord, FHWA California Division
Ted Matley, FTA Region 9
Karina O'Connor, EPA
Abhijit Badge, Caltrans
Derek Kirkland, TTD

Enclosures

**Tahoe Regional Planning Agency - Federal Transportation Improvement Program
(Dollars in Whole)
State Highway System**

DIST: PPNO: EA: CTIPS ID: 03 CT PROJECT ID:	220-0000-0047 MPO ID: TMC0403	TITLE (DESCRIPTION): US 50 South Shore Community Revitalization Project (US 50/SR207 intersection South to Pioneer Trail intersection - realign roadway, reduce lanes and transit-bike-pedestrian lane.)	MPO Aprv: State Aprv: Federal Aprv:
COUNTY: ROUTE: PM: Various Counties 50			EPA TABLE II or III EXEMPT CATEGORY: Intersection channelization projects.

IMPLEMENTING AGENCY: Tahoe Transportation District

PROJECT MANAGER: ALFRED KNOTTS PHONE: (775) 589-5503 EMAIL: aknotts@tahoetransportation.org

PROJECT VERSION HISTORY (Printed Version is Shaded)

Version	Status	Official Date	Updated By	Change Reason	Amend No.	Prog Con	(Dollars in whole) Prog RW				PE
7	Active	05/02/2013	JWEBER	Amendment - Cost/Scope/Sch. Change	4	32,100,000	39,900,000				4,020,000
6	Official	09/26/2012	JWEBER	Adoption - Carry Over		32,100,000	39,900,000				3,020,000
5	Official	10/14/2010	JWEBER	Adoption - Carry Over		112,000,000					2,020,000
4	Official	07/23/2008	SFORSYTH	Adoption - Cost/Scope/Sch. Change		112,000,000					2,020,000
3	Official	11/08/2007	SFORSYTH	Amendment - Cost/Scope/Sch. Change	5						1,020,000
2	Official	07/26/2006	WHOBBS	Adoption - New Project							1,020,000
1	Official	11/17/2004	MREYNOLD	Adoption - New Project							1,020,000

	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
• Nevada State -									
• Fund Source 1 of 6	PE	1,020,000							1,020,000
• Fund Type: Southern Nevada Public Lands Management Act	RW								
	CON								
• Funding Agency: USDA Forest Service	TOTAL	1,020,000							1,020,000

	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
• Federal Disc. -									
• Fund Source 2 of 6	PE	1,000,000	1,000,000						2,000,000
• Fund Type: FEDERAL LANDS HIGHWAYS PROGRAM	RW								
• Funding Agency: Federal Highway Administration (FHWA)	CON								
	TOTAL	1,000,000	1,000,000						2,000,000

	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
• Nevada State -									
• Fund Source 3 of 6	PE								
• Fund Type: Nevada State	RW			2,600,000					2,600,000
• Funding Agency:	CON			1,000,000					1,000,000
	TOTAL			3,600,000					3,600,000

	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
• Other State -									
• Fund Source 4 of 6	PE								
• Fund Type: State Cash	RW			9,000,000					9,000,000
• Funding Agency: Caltrans	CON			2,000,000					2,000,000
	TOTAL			11,000,000					11,000,000

	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
• Federal Disc. -									
• Fund Source 5 of 6	PE		1,000,000						1,000,000
• Fund Type: Public Land Hwys	RW			22,300,000					22,300,000
• Funding Agency: Federal Highway Administration (FHWA)	CON			28,100,000					28,100,000
	TOTAL		1,000,000	50,400,000					51,400,000

	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
• Local Funds -									
• Fund Source 6 of 6	PE								
• Fund Type: Private Funds	RW			6,000,000					6,000,000
• Funding Agency:	CON			1,000,000					1,000,000
	TOTAL			7,000,000					7,000,000

Project Total	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
	PE	2,020,000	2,000,000						4,020,000
	RW			39,900,000					39,900,000
	CON			32,100,000					32,100,000
	TOTAL	2,020,000	2,000,000	72,000,000					76,020,000

Comments:

***** Version 7 - 05/02/2013 *****
 Add \$1M FHWA PLH funds from NDOT, PE FY 12/13
 ***** Version 6 - 03/22/2012 *****
 Carry over from 2010
 added NDOT \$3,600, CA State \$11,000, PLH \$50,400, private \$7,000, FLH \$1,000

**Tahoe Regional Planning Agency - Federal Transportation Improvement Program
(Dollars in Whole)**

updated project cost \$75M and project title

Carry Over from 2008

EIP# 777, 791

***** Version 5 - 06/17/2010 *****

***** Version 4 - 05/15/2008 *****

Estimated Total Project Cost = \$65 million

RTP#5

Public lands Highway funding is substitute for Federal Lands Highway 1/2%

***** Version 3 - 10/25/2007 *****

Move SNPLMA funds from 2004 to 2007/08. PSR to begin early 2008.

***** Version 2 - 05/25/2006 *****

***** Version 1 - 10/12/2004 *****

Total project cost \$70,208,000

EIS \$1,500,000 (SNPLMA \$1,200,000)

PE/Design \$1,189,175

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
US 50/SOUTH SHORE COMMUNITY REVITALIZATION PROJECT

This Agreement is made and entered the 21st day of June, 2013, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Tahoe Transportation District, PO Box 449, Zephyr Cove, NV 89448 (hereinafter "TTD").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. (Code of Federal Regulations) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the TTD will perform work to satisfy the National Environmental Policy Act (NEPA) and preliminary engineering necessary to complete NEPA for improvements on U.S. Highway 50 (US 50) between Nevada State Route 207 (SR 207) in Stateline, NV, and Pioneer Trail in South Lake Tahoe, CA, as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, one-third (1/3) of the PROJECT is located in Douglas County, Nevada, and two-thirds (2/3) of the PROJECT is located in El Dorado County, California.

WHEREAS, the TTD received Public Lands Highways Discretionary (PLHD) Funds Fiscal Year 2010 for the US 50 State Realignment, Douglas County, Nevada; and

WHEREAS, the TTD is a sub-recipient of federal transportation funds, C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

1. To assist the TTD with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 Code of Federal Regulations (CFR) § 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the TTD's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal PLHD funds for a maximum amount of One Million and No/100 Dollars (\$1,000,000.00) for PROJECT costs in Douglas County.
4. To establish a Project Identification Number to track all PROJECT costs. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
5. Once the funding is programmed, to authorize the TTD to proceed with the project through a written Notice To Proceed (NTP).
6. To review and comment on the TTD's submittals within twenty (20) working days to ensure that Federal and State requirements are followed.
7. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
8. To assign a Project Manager to act as the DEPARTMENT's representative to monitor the TTD's compliance with applicable Federal and State requirements.
9. To reimburse the TTD, monthly as work progresses on the PROJECT, for one-hundred percent (100%) of ELIGIBLE PROJECT COSTS based on supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

ARTICLE II – TTD AGREES:

1. To perform or have performed by consultant forces: (a) the completion of the NEPA documentation in conformance with 23 C.F.R. § 771; and (b) the preliminary engineering necessary to complete NEPA for the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies.
2. To invite the DEPARTMENT to project meetings, including but not limited to, public hearings, field reviews, and review meetings.
3. As work progresses on the PROJECT to submit to the DEPARTMENT for review and comment documentation for the scope of work items outlined in Attachment A.
4. To perform the administration of the PROJECT by providing appropriate personnel to: (a) observe and review; (b) be in responsible charge; (c) be capable of answering any questions; (d) be responsible for ensuring that all scope of work items, as outlined in Attachment A, are being met; and (e) to report to the DEPARTMENT's Project Manager on administration of the PROJECT, compliance with Federal requirements, and the acceptable fulfillment of this agreement.

5. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT.

6. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 C.F.R. § 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

7. As work progresses on the PROJECT, the TTD shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3. Invoices shall be forwarded to the DEPARTMENT's Project Manager for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

8. To complete and sign Attachment C – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including January 1, 2015.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT is preliminary and may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. The TOTAL ESTIMATED PROJECT COSTS to perform work to satisfy NEPA and preliminary engineering related thereto are Three Million and No/100 Dollars (\$3,000,000.00), which includes: One Million and No/100 Dollars (\$1,000,000.00), comprising Federal funding of one-hundred percent (100%) of the PLHD Funds; and Two Million and No/100 Dollars (\$2,000,000.00) of TTD additional funding not part of this Agreement.

5. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

TTD NEPA and Preliminary Engineering Costs: \$3,000,000.00

TOTAL ESTIMATED PROJECT COSTS: \$3,000,000.00

AVAILABLE FUNDING SOURCES:

Federal PLHD Funds:	\$1,000,000.00
TTD Additional Funding (not part of Agreement):	<u>\$2,000,000.00</u>
<u>TOTAL PROJECT FUNDING:</u>	\$3,000,000.00

6. The work performed in Douglas County is one third (1/3) of the estimated PROJECT costs.

7. PLHD Funds specified in Article I, Paragraph 3, can only be applied towards one third (1/3) of the actual PROJECT COST, in an amount not to exceed One Million and No/100 Dollars (\$1,000,000.00).

8. The TTD may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

9. The TTD is responsible for one hundred percent (100%) of all costs not eligible for PLHD funding.

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

11. The TTD's TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3.

12. Plans and documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The TTD acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

13. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or TTD funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

14. Should this Agreement be terminated by the TTD for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the TTD's failure to perform, the TTD shall reimburse the DEPARTMENT for any payments made to the TTD and any PROJECT COSTS incurred by the DEPARTMENT.

15. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Rudy Malfabon, P.E., Director
Attn: Dale Keller, P.E., Project Manager
Nevada Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7603
Fax: (775) 888-7322
E-mail: dkeller@dot.state.nv.us

FOR TTD:

Carl Hasty, District Manager
Attn: Alfred Knotts, Project Manager
Tahoe Transportation District
P.O. Box 499
Zephyr Cove, Nevada 89448
Phone: (775) 589-5503
Fax: (775) 588-0917
E-mail: aknotts@tahoetransportation.org

16. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

17. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or TTD breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

23. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

24. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

25. In connection with the performance of work under this Agreement, the TTD agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the TTD shall ensure that no person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not. Breach of this covenant may be regarded as a material breach of this Agreement.

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

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

29. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

30. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

31. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

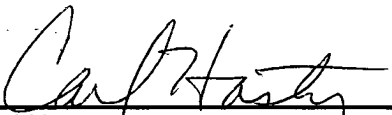
32. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

33. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

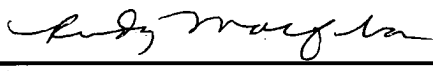
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Tahoe Transportation District

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION



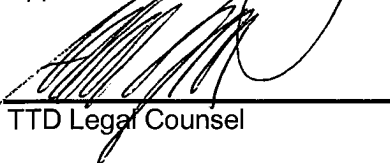
Carl Hasty
District Manager



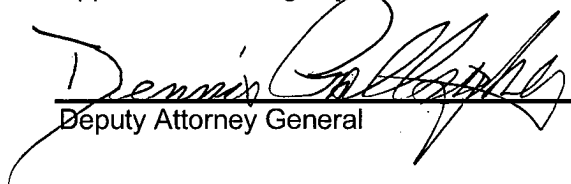
Director

Approved as to Form:

Approved as to Legality & Form:



TTD Legal Counsel



Deputy Attorney General